

PROFESSIONAL SERVICES AGREEMENT

for the

Design Services for the North Fremont Bike and Pedestrian Access and Safety Improvements Project

THIS PROFESSIONAL SERVICES AGREEMENT (Agreement) is executed this 22 day of Feb, 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:

ARTICLE I INTRODUCTION

This Agreement is between CITY and CONSULTANT for project management services as detailed in the RFP Part A "Scope of Work."

ARTICLE II STATEMENT OF WORK

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: project management services for the Project as further described in the CITY's Request for Proposals ("RFP") dated December 1, 2015 attached hereto as Exhibit "A," and incorporated herein, and CONSULTANT's Proposal ("Proposal") dated January 12, 2016, attached hereto as Exhibit "B," and incorporated herein. 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 RFP (Exhibit "A"), CONSULTANT's Proposal (Exhibit "B").

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 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, 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.

ARTICLE III CONSULTANT'S REPORTS OR MEETINGS

A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

- B. CONSULTANT's Project Manager shall meet with CITY's Contract Administrator, as needed, to discuss progress on the contract.

ARTICLE IV PERFORMANCE PERIOD

- A. This contract shall go into effect on February 18, 2016, contingent upon approval by CITY, and CONSULTANT shall commence work after notification to proceed by CITY's Contract Administrator. The contract shall end on December 31, 2019, unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on CITY until the contract is fully executed and approved by CITY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- 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 Eight Hundred Ninety Six Thousand Eight Hundred and Six Dollars (\$896,806.00). 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 monthly written invoices to the CITY. 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 Article II.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.

ARTICLE VI TERMINATION

- A. CITY reserves the right to terminate this contract upon thirty (30) calendar day's written notice to CONSULTANT with the reasons for termination stated in the notice, including without limitation termination for the CITY's convenience.
- B. CITY may immediately terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, CITY may proceed with the work in any manner deemed proper by CITY. If CITY terminates this contract with CONSULTANT, CITY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to CITY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand. Termination will be without prejudice to any other rights or remedies the CITY may have.
- C. Steps after Termination:

i. 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 Article XXVI, 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.

ii. 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.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to CITY.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE VIII RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and CITY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, CITY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement shall be reviewed by CITY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by CITY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by CITY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by CITY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by CITY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.
- E. CONSULTANT Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the CITY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.
1. During a Caltrans' review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, CITY will reimburse the CONSULTANT at a provisional ICR until a FAR compliant ICR (e.g. 48 CFR, part 31; GAGAS (Generally Accepted Government Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines is received and approved by A&I. Provisional rates will be as follows:
 - a. If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
 - b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
 - c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.
 2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
 3. If the CONSULTANT fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.
 4. CONSULTANT may submit to CITY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of LOCAL AGENCY; and, (3) Caltrans has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE to CITY no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between CITY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to CITY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from CITY'S obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by CITY's Contract Administrator, except that which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by CITY.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by CITY's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE XI EQUIPMENT PURCHASE

- A. Prior authorization in writing by CITY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by CITY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, CITY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit CITY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CITY procedures; and credit CITY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by CITY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by CITY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

ARTICLE XII PREVAILING WAGE RATES

- A. STATE PREVAILING WAGE LAW: CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. FEDERAL PREVAILING WAGE LAW: This project is partially or completely federally funded. Federal and/or State prevailing wage rates, whichever are higher, shall apply. CONSULTANT shall be

responsible for determining which prevailing wage rate applies to the corresponding labor classification to be used in the execution of this contract and shall pay accordingly. CONSULTANT and any contractor/subcontractors retained by CONSULTANT shall, if applicable, comply with the provisions of the Davis-Bacon Act (incorporated herein and attached as Appendix B hereto) and all amendments thereto

- C. **LOCAL PREVAILING WAGE LAW:** Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

ARTICLE XIII CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this contract, or any ensuing CITY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing CITY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.
- F. 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.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

ARTICLE XV PROHIBITION OF EXPENDING CITY STATE OR FEDERAL FUNDS FOR LOBBYING

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

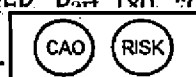
2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

ARTICLE XVI STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. The CONSULTANT shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation - Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The CONSULTANT, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 C.F.R. Part 180 "OMB



Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to CITY.

- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

ARTICLE XVIII FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only if sufficient funds are made available to CITY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or CITY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. CITY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE XIX CHANGE IN TERMS

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by CITY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract, without prior written approval by CITY's Contract Administrator.

ARTICLE XX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTS who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is 3%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the CONSULTANT Proposal DBE Commitment (Exhibit 10-01), or in the CONSULTANT Contract DBE Commitment (Exhibit 10-02) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as CITY deems appropriate.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from CITY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting CITY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.
- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to CITY's Contract Administrator within 30 days.

ARTICLE XXI CONTINGENT FEE

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, CITY has the right to annul this contract without liability; pay only for the value of the work actually

performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXII DISPUTES

- 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.

ARTICLE XXIII INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit CITY, the state, and the FHWA if federal participating funds are used in this contract, to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XXIV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by CITY Safety Officer and other CITY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, CITY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXV 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:

- E. 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 \$5,000,000 per occurrence and \$5,000,000 in the aggregate.
- F. Professional Liability Insurance with limits of not less than \$2,000,000 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.
- G. 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.
- H. 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.

I. 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.

ARTICLE XXVI OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in CITY; and no further agreement will be necessary to transfer ownership to CITY. CONSULTANT shall furnish CITY all necessary copies of data needed to complete the review and approval process. Ownership shall survive termination or expiration of this Agreement.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by CITY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by CITY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. CITY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXVII CLAIMS FILED BY CITY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by CITY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims, CONSULTANT agrees to make its personnel available for consultation with CITY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT understands that CITY considers it essential that CONSULTANT assist CITY in defending against construction contractor claims and that CONSULTANT and its personnel will be made available on reasonable notice from CITY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- C. Services of CONSULTANT's personnel in connection with CITY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to CITY's operations, which are designated confidential by CITY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by CITY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or CITY's actions on the same, except to CITY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by CITY, and receipt of CITY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than CITY.
- G. 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.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to

comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by CITY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

ARTICLE XXXI RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- B. No retainage will be held by the CITY from progress payments due the CONSULTANT. Any retainage held by the CONSULTANT or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the CITY's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

ARTICLE XXXII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

Kimley-Horn and Associates, Inc.
John Pulliam, Project Manager
6 Quail Run Circle, Suite 102
Salinas, CA 93907

CITY:

City of Monterey
Andrea Renny, Contract Administrator
580 Pacific Street, Monterey, CA 93940

ARTICLE XXXIII CONTRACT

The two parties to this contract, who are the before named CONSULTANT and the before named CITY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

ARTICLE XXXIV 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.

ARTICLE XXXV 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.

ARTICLE XXXVI Miscellaneous

- A. No Employment or Agency Relationship. 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.

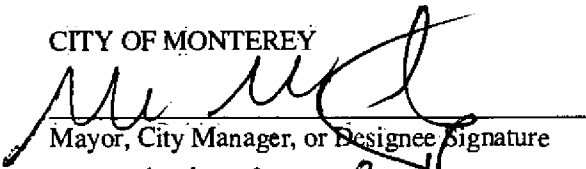
No offer or obligation of permanent employment with the CITY or particular CITY department or agency is intended in any manner, and CONSULTANT shall not become entitled by virtue of this Agreement to receive from the CITY any form of employee benefits including but not limited to sick leave, vacation, 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.

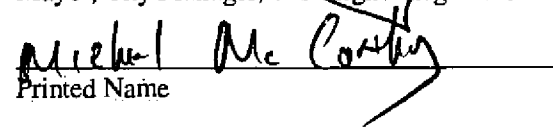
- B. Total Compensation. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
- C. Legal Action / Venue.
- i. Should either party 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.
 - ii. 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.
- D. 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.
- E. 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.
- F. 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.

- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. 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.
- M. 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.
- N. 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.
- O. 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.
- P. 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.

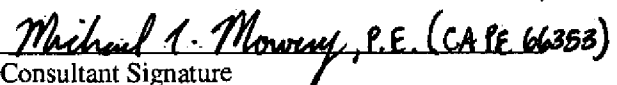
IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first above written in Monterey, California.


CITY OF MONTEREY


Mayor, City Manager, or Designee Signature


Printed Name

CONSULTANT


Consultant Signature


Printed Name

KHACA
18

2/18/16

City Manager
Title

ASSISTANT SECRETARY
Title

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

Attachments:

Exhibit "A"	Request for Proposals (Scope of Work)
Exhibit "B"	Proposal
Exhibit "C"	Fee Schedule
Exhibit "D"	Project Schedule
Exhibit "E"	Key Employees and Subcontractors
Exhibit "F"	Consultant Proposal DBE Commitment
Exhibit "G"	Consultant Certification of Contract Costs and Financial Management System
Exhibit "H"	Consultant Contract DBE Commitment

KHACA
18



**CITY OF MONTEREY
REQUEST FOR PROPOSAL**

TO PROVIDE

**Design Services for the North Fremont Bike and Pedestrian
Access and Safety Improvements Project
Federal Project No. ATPL – 5086 (034)**

December 1, 2015

Approved By:

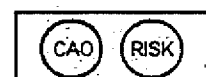
Rich Deal, P.E., T.E., PTOE
City Traffic Engineer

**CITY OF MONTEREY
REQUEST FOR PROPOSAL
TO PROVIDE**

Design Services for the North Fremont Bike and Pedestrian
Access and Safety Improvements Project

Table of Contents

1.	INTRODUCTION.....	3
2.	PROJECT DESCRIPTION.....	3
3.	SCOPE OF WORK.....	3
4.	THE CITY WILL NOT EXPECT THE CONSULTANT TO:.....	3
5.	MINIMUM PROPOSAL CONTENT.....	4
	A. TECHNICAL PROPOSAL.....	4
	B. FEE SCHEDULE.....	4
6.	SUBMITTAL REQUIREMENTS.....	5
	A. PROPOSALS.....	5
	B. DUE DATE/TIME.....	5
7.	PROCEDURES AND EVALUATION OF PROPOSALS.....	5
	A. EVALUATION CRITERIA.....	5
	B. PROCEDURES.....	6
	C. PRIOR REPORTS.....	7
	D. SCHEDULE.....	7
8.	POINT OF CONTACT.....	7
	PART A: PROPOSED SCOPE OF WORK.....	9
	INTRODUCTION:.....	9
	SCOPE OF WORK:.....	10
	PART B: PROFESSIONAL SERVICES AGREEMENT.....	15
	PART C: FORMAT AND CONTENT OF PROPOSAL.....	36
	PART D: DOCUMENTS AVAILABLE.....	38
	EXHIBIT 10-H: SAMPLE COST PROPOSAL.....	39
	EXHIBIT 10-I: NOTICE TO PROPOSERS DBE INFORMATION.....	44
	EXHIBIT 10-01: CONSULTANT PROPOSAL DBE COMMITMENT.....	47
	EXHIBIT 10-Q: DISCLOSURE OF LOBBYING ACTIVITIES.....	49
	EXHIBIT 10-K: CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM.....	51
	EXHIBIT 10-02: CONSULTANT CONTRACT DBE COMMITTEMENT.....	53



CITY OF MONTEREY REQUEST FOR PROPOSAL TO PROVIDE

Design Services for the North Fremont Bike and Pedestrian Access and Safety Improvements Project

1. INTRODUCTION

The City of Monterey is seeking proposals from qualified civil engineering firms to submit proposals for performing engineering design services and preparing construction documents for the North Fremont Bike and Pedestrians Access and Safety Improvements Project.

This project is funded with Federal Highway Administration (FHWA) funds and has a **DBE goal of 3%**.

2. PROJECT DESCRIPTION

In 2014, the City was awarded Active Transportation Program (ATP) Cycle 1 funding for pedestrian and bicycle access and safety improvements on North Fremont Street from Casa Verde Way to State Route 218 (Canyon Del Rey Blvd).

This project consists of installing Class II bike lanes, traffic signal ADA upgrades, new sidewalk, and ADA compliant curb ramps.

The engineering services will include field surveys, verifying the location of existing utilities and facilities, traffic signal design, roadway design and engineer cost estimates for the improvements and final PS&E. All requirements of a Federal-Aid project must be met as part of the PS&E development. The grant application, biology reports and preliminary plans are available.

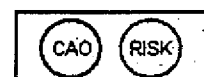
3. SCOPE OF WORK

- Part A describes the proposed scope of work to be performed.
- Part 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 and Federal requirements.
- Consultant will take minutes of meetings and briefings, and report on consensus established for major issues.

Note: All drawings, reports, data, computer 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.

4. THE CITY WILL NOT EXPECT THE CONSULTANT TO:

- A. Prepare legal descriptions or right of way acquisition services.



5. MINIMUM PROPOSAL CONTENT

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

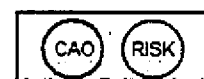
A. Technical Proposal

1. Relevant experience, both of the firm and the personnel assigned to this project to include an organization chart.
2. Specific federally funded 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. All associated subconsultants must be identified at the time of the proposal. Note: If a subcontract for work or services to be performed exceeds \$25,000, the subcontract must contain all required provisions of the prime contract.
4. A description of methodology, techniques, and procedures for each of the scope of work items to include conformance with Caltrans Local Assistance procedures.
5. Current Work Load - A brief outline of the firm's current workload, staffing and ability to provide a timely submittal.
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.

Part 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.). Please see Exhibit 10-H (Local Assistance Procedures Manual) Sample Cost Proposal.
2. Prevailing wages will apply if the services to be performed will involve land surveying (such as flag persons, survey party chief, rodman or chainman), materials sampling and testing (such as drilling rig operators, pile driving, crane operators), inspection work, soils or foundation investigations, environmental hazardous materials and so forth. California State Prevailing Wage information is available through the California Department of Industrial Relations (DIR) websites below:
 - DIR FAQ website:
http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html
 - DIR Wage Determination website:
<http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>



6. 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. Two (2) copies of the fee schedules must be in a separate sealed envelope or package, clearly marked as the fee schedule for this solicitation, with the due date/time and firm's name.

B. Due Date/Time

Proposals will be received by the City's Engineering office **until 2:00 p.m., January 12, 2015**. Submit to:

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

7. 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 will review and evaluate technical proposals against the following criteria:

1. Understanding of the work to be completed: Does the proposer understand the project and approach. How does the proposer intend to achieve the City's time goals for projects? Does the proposer understand methods and overall strategic planning to address the requirements of water discharges to ASBS and Ocean plan areas? How will the firm apply its management techniques and resources? This is a federally funded project with timely use of funds restrictions, has the firm provided sufficient assurance that this project will be started and completed in a timely manner? (20 points)
2. Experience: Has the proposer demonstrated the ability to successfully provide services for projects of a similar complexity and nature as described herein? Are the firm's references from past clients and associates favorable? (20 points)



3. Staff: Do assigned personnel have the requisite education, experience, and professional qualifications to successfully complete this project in a timely fashion? (15 points)
4. Services Offered: Does the firm offer the breadth and quality of services required for the project? Does the firm have the capability of developing innovative or advance techniques? (10 points)
5. Familiarity with state and federal procedures: Has the firm successfully completed projects that required compliance with Caltrans Local Assistance Procedures for federally funded projects? (10 points)
6. Financial responsibility: Does the firm show financial and operational stability? (10 points)
7. Demonstrated Technical Ability: Do the qualifications of key personnel to be assigned to work on City projects have the knowledge and understanding to ensure compliance with the California MUTCD, Caltrans standard plans and specifications, Caltrans Local Assistance procedures and existing (ADAAG) and proposed (PROWAG) guidelines? Are the qualifications of the firm's personnel suitable for the anticipated projects; and, does the firm's organizational structure show sufficient depth for its present workload? Is the level of staffing sufficient to produce quality work in a timely manner? (10 Points)
8. Familiarity with Locality: Does the firm have familiarity with the peninsula and the area required for successfully completing projects? How close are the firm's permanent offices to the Monterey Peninsula? (5 points)

B. Procedures

1. At the completion of the review process, proposers will be ranked based upon the criteria described in 7A and the City will select the highest ranked firm; or, at the City's discretion, the most highly qualified companies will be used to establish a "short list" of finalists.
2. Should the City elect to establish a "short list", firms on the short list will be asked to formally present their proposals 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. Costs for travel expenses and proposal preparation shall be borne by the Consultants. The City reserves the right to select the consultant without an interview.
3. Following presentations/interviews, the evaluation committee will complete its ranking. Once the top firm/team has been determined, City staff will open the sealed cost proposal for the top firm only. City staff will start contract and price negotiations with the firm/team. 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, and the price proposal of the next ranked firm will be



negotiated.

4. Should the most qualified consultant or consultant team and the City fail to successfully negotiate a final scope of work and a mutually agreed upon Fee Schedule for these consulting services, then the City reserves the right to enter negotiations with the next most qualified candidate for performance of the work.
5. Following successful negotiations, contracts valued at \$35,000 or more must be awarded by the City Council.
6. 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 the project 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.

C. Prior Reports

Part D contains information on available documents.

D. Schedule

The anticipated schedule for this project is as follows:

Release of RFP.....	December, 2015
Receipt of Proposals.....	January, 2016
Review, rate proposals, interviews & negotiate fee.....	January, 2016
City Council Award.....	February, 2016
Consultant signature and documentation.....	February, 2016
Kickoff meeting.....	March, 2016

8. POINT OF CONTACT

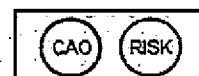
Interested firms desiring additional information are asked to call the City of Monterey's Engineering Office, 580 Pacific, Room 7, Monterey, CA 93940 at (831) 646-3921.

Point of contact: Andrea Renny, P.E., PTOE, Associate Civil Engineer. Proposers shall not contact other City staff members for information regarding this Project; all questions must be initiated with Ms. Renny.

9. GENERAL INFORMATION

A. The period of service required will be mutually agreed upon from the date of the contract. The negotiated fee schedule shall remain in effect throughout the duration of the contract.

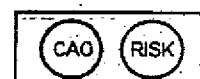
See the attached contract form of professional services agreement for all contractual requirements, including insurance and indemnification. Proposers should consider the cost of carrying the insurance required by the attached agreement Part B.



B. 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.



PART A

PROPOSED SCOPE OF WORK FOR DESIGN SERVICES FOR THE NORTH FREMONT BIKE AND PEDESTRIAN ACCESS AND SAFETY IMPROVEMENTS PROJECT

Introduction:

The City of Monterey applied for and received Active Transportation Program (ATP) funding to implement access and safety improvements on North Fremont, between Casa Verde Way and State Route 218 (Canyon Del Rey Blvd).

On April 1, 2014, the Monterey City Council adopted the North Fremont Specific Plan to help direct the revitalization of a struggling neighborhood commercial business district. The Monterey General Plan identifies this commercial district as a future growth area for mixed-use, transit-oriented development. The City has also adopted a Multi Modal Mobility Plan that proposes bicycle and pedestrian improvements to enhance the public use and accessibility to North Fremont Street.

This project consists of:

- Installing Class II bike lanes along both sides of North Fremont from Casa Verde Way to State Route 218 (Canyon Del Rey Blvd) to include green colored bike lanes, signing and striping;
- New sidewalk along the north side of North Fremont from Casanova to State Route 218 (Canyon Del Rey Blvd);
- Modification to medians and travel lanes to accommodate bike lanes;
- Installation of a shared Bicycle/Bus Lane from Casanova Avenue to State Route 218;
- Installation of ADA compliant ramps at the intersections of:
 1. Casa Verde
 2. Dela Vina/Airport
 3. Ramona
 4. Hannon
 5. Casanova
 6. State Route 218 (Canyon Del Rey Blvd)
- Traffic Signal Modifications to include audible pedestrian signals and countdown pedestrian heads at the intersections of:
 1. Casa Verde
 2. Dela Vina/Airport
 3. Ramona
 4. Casanova
 5. State Route 218 (Canyon Del Rey Blvd)
- Installation of safety lighting

Scope of Work:**SCOPE OF WORK**

Respondents should, at a minimum, include the tasks outlined below in your proposal submittal; however, Consultants are strongly encouraged to modify the proposed tasks as appropriate.

Task 1: Project Management

The Consultant shall provide project management services for the duration of the project. Management activities shall include internal and external project coordination and project administration.

Project Coordination (Internal and External)

The Consultant shall assist the City with outside agency coordination and permit acquisition, in particular with Caltrans, Monterey-Salinas Transit (MST), City of Seaside, and State Water Resources Control Board. Consultant shall identify any additional agencies in the proposal.

The Consultant may be required to assist the City with any Federal documents related to this grant, in accordance with the Caltrans Local Assistance Procedures. In addition, the Consultant shall assist with calculations to determine the Construction DBE goal.

The City must acquire encroachment permits from both Caltrans and the City of Seaside, as well as any other permit coverage from appropriate agencies, such as Construction General Permit from the State Water Resources Control Board. The Consultant shall assist the City with acquiring encroachment permits or construction-related regulatory coverage from these agencies, including completing necessary forms, preparation of plans and displays, attendance at meetings, and coordination with those agencies.

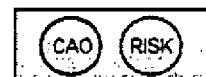
MST has transit signal priority on existing signals within the project corridor, and the signal at Casanova contains a queue jump. The Consultant shall coordinate with MST to maintain their transit priority signal infrastructure as part of all signal and intersection modifications. In addition, the Consultant shall modify the traffic signal at SR-218 to include queue jumps in both directions for buses traveling on North Fremont.

Consultant shall hold monthly meetings with City staff to discuss project status and other critical issues throughout the project design. The Consultant shall follow a structured QA/QC process that will be implemented throughout the life of the project. The Consultant shall submit progress reports at least once a month. The report should be sufficiently detailed for City staff to determine if Consultant is performing to expectations, or is on schedule; to provide communication of interim findings; and to sufficiently address and difficulties or special problems encountered, so remedies can be developed.

Task 2: Data Gathering and Utility Coordination

An initial survey has been performed for the project, however additional survey may be necessary for final design purposes. Consultant shall determine and collect additional topographic survey as needed to complete design improvements. Consultant will need to obtain geotechnical information and any subsurface investigation necessary.

The consultant shall hire subcontractor and coordinate potholing of major signal pole foundations to be installed. Consultant will adjust signal plans based on potholing results.



There are numerous utilities along the corridor, and the Consultant shall provide full utility coordination support. Consultant shall perform utility coordination, including sending letters to area utilities and performing field reconnaissance. Consultant shall review record plans received from utilities and analyze utility data captured during topographic surveys to identify potential conflicts with the proposed improvements. Consultant will work with the City and utility companies to determine the best strategy for dealing with utility conflicts, and shall be responsible for coordination up through the start of construction. The Consultant shall include the utility information on the plans.

Task 3: Public Outreach and Right-of-Way Support

The Consultant shall assist the City by providing public outreach support. This shall include creation of renderings, fact sheets, and other materials as requested by the City for use in public meetings, and shall include attendance and presenting at meetings. The City anticipates a minimum of two (2) public outreach meetings.

The City anticipates acquiring temporary construction easements (TCEs) from up to thirteen (13) properties. The Consultant shall support the City in this effort, including attendance at meetings and preparation of materials, including handouts, displays, and other supporting materials. The Consultant shall also assist the City in obtaining encroachment permits from the City of Seaside and Caltrans.

Task 4: Analysis and Reports

This task includes supplemental traffic analysis and the preparation of technical reports in support of design.

Supplemental Traffic Analysis

The Consultant shall collect turning movement counts for AM, midday and PM peak weekday periods. The Consultant shall revisit and revise the existing Synchro models based on the 65% intersection geometry. Specific Measures of Effectiveness (MOEs) including vehicle queuing, intersection delay and stops, queue jump operation, and impacts to level of service will be determined.

Drainage Report

The Consultant shall review the available data and prepare design calculations to assess the capacity of the existing drainage systems in the vicinity of the project. This information will be summarized in a drainage report. The Drainage Report will include design calculations to assess the need for any drainage improvements.

The Drainage Report is expected to include: an evaluation of the existing conditions, reporting unusual/special conditions, drainage mapping, hydraulic analysis and design of proposed systems.

Storm Water Control Plan (SWCP)

The consultant shall analyze the project for applicability to the Central Coast Regional Water Quality Control Board Post-Construction Stormwater Management Requirements for Development Projects in the Central Coast (PCRs, http://www.waterboards.ca.gov/centralcoast/water_issues/programs/stormwater/docs/lid/hydromod_lid_docs/2013_0032_attach1_post_construction_requirements.pdf), and prepare a Storm Water Control Plan (SWCP) and all associated documentation, civil design calculations, and plans for the project in accordance with applicable design requirements. Applicable design standards may include site planning/source control, water quality treatment, retention, and peak

flow control and hydromodification. A Storm Water Technical Guide and associated templates are available for review and use at <http://montereysea.org/job-site/>.

The consultant shall verify the limits of the Environmentally Sensitive Habitat Area and ensure that the ESHA is not disturbed.

Task 5: Final Design Engineering

The Consultant shall refer to the project description for specific improvements identified.

The City has prepared 35% plans which will be used as the base for this work and will be made available to consultant. The consultant shall provide final design services, including complete PS&E (plans, specifications, and estimate) deliverables at the 65%, 95%, and 100% design phase.

The construction documents included in this task include

- Plan Preparation
- Construction General Permit (CGP) documentation including a Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) filing documents.
- Project Specification Writing, including Federal requirements
- Quantity Calculation
- Engineer's Opinion of Probable Cost

The Consultant will develop a complete set of special provisions that adhere to and include all federal requirements. The City will provide a non-federal City front-end boiler plate that the Consultant will modify to include all necessary federal language. The Consultant shall write a complete set of technical specifications based on the 2015 Caltrans Standard Specifications.

The Consultant will evaluate the existing drainage conditions and prepare design calculations to support all project modifications necessary to the existing drainage system to meet applicable regulatory design standards and requirements. Prepare and submit a draft drainage report and a SWCP. Finalize these reports based on the City's comments.

The Consultant shall evaluate all curb ramps within the project and bring them into compliance with the latest federal and state ADA regulations.

The following plan sheets are anticipated:

Title Sheet
 Abbreviations & General Notes
 Horizontal Control
 Typical Cross Sections
 Key Map
 Plan and Profiles
 Construction Details
 Erosion Control Plans
 Drainage Plan, Profiles, Details (Including Minor Structures)
 Storm Water Design Plans and Details (based on SWCP design)
 Utility Plans
 Signing and Striping
 Quantities

Traffic Signals
 Street Lighting
 Stage Construction, Temporary pedestrian and traffic control plans
 Landscaping and Irrigation

As part of Stage Construction Temporary pedestrian and traffic control plans, the Consultant will analyze and provide traffic control plans for pedestrians, cyclists, and vehicles.

As part of the lighting design, a lighting analysis will be performed, including looking at how to best utilize existing street lights, and how to improve lighting along the corridor and intersections.

The Consultant will develop the estimate of Construction Quantities and Cost Estimates to reflect design development from preliminary design to final design. The Consultant shall provide a preliminary construction schedule. To plan for during-construction pollution prevention, the Consultant will prepare CGP documentation for City review that includes a SWPPP and NOI documentation to gain SWRCB permit coverage for the construction phase.

65% PS&E: The Consultant will prepare a 65% design that reflects the 35% plan set and the City's comments based on that plan set. Consultant will provide the City with a set of draft project specifications that will address issues such as materials specification, testing requirements, how each item will be measured and paid for.

95% PS&E: The Consultant will prepare a 95% design that reflects the 65% plan set and the City's comments based on that plan set. Consultant will provide the City with a set revised project specifications.

100% PS&E: The Consultant will prepare a 100% design that reflects the 95% plan set and the City's comments based on that plan set. Consultant will provide the City with a set revised project specifications. Final Plans shall be signed and sealed by an appropriate California Registered Engineer.

Task 6: Design Services during Construction

The Consultant shall provide Design Services during Construction (DSDC) as described in the following tasks. This phase of project activities consists of design support services from the time of advertisement through project award and construction.

Design Support During Advertisement Period (Bid Support)

The Consultant shall provide design support during project advertisement by answering contractor inquiries and preparing addendums as requested by the City of Monterey.

Design Services During Construction

The Consultant shall provide design support during project construction by answering contractor inquiries and preparing any design modifications for construction contract change orders and related to CGP deliverables and SWPPP revisions for submittal to the SWRCB at various phases of construction. The consultant shall provide construction survey staking. This may include attendance at construction coordination meetings as needed.

Record Drawings

Based on redline markups of the construction contract drawings provided by the contractor and resident engineer, the Consultant shall prepare record drawings using AutoCAD that reflect the actual improvements constructed in the field.

Signal Timing

The Consultant will prepare and implement coordination signal timing of the project corridor after construction is completed. This task may include collecting current (post-construction) traffic counts at each intersection and field work to time the signals.

PART B

PROFESSIONAL SERVICES AGREEMENT for the North Fremont Bike and Pedestrian Access and Safety Improvements Project

THIS PROFESSIONAL SERVICES AGREEMENT (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.

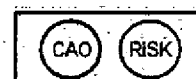
NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties hereby covenant and agree as follows:

ARTICLE I INTRODUCTION

This Agreement is between CITY and CONSULTANT for project management services as detailed in the RFP Part A "Scope of Work."

ARTICLE II STATEMENT OF WORK

- 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: project management services for the Project as further described in the CITY's Request for Proposals ("RFP") dated [insert date] attached hereto as Exhibit "A," and incorporated herein, and CONSULTANT's Proposal ("Proposal") dated [insert date], attached hereto as Exhibit "B," and incorporated herein. 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 RFP (Exhibit "A"), CONSULTANT's Proposal (Exhibit "B").
- 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 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, 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.



ARTICLE III CONSULTANT'S REPORTS OR MEETINGS

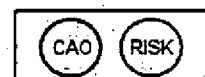
- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with CITY's Contract Administrator, as needed, to discuss progress on the contract.

ARTICLE IV PERFORMANCE PERIOD

- A. This contract shall go into effect on (DATE), contingent upon approval by CITY, and CONSULTANT shall commence work after notification to proceed by CITY's Contract Administrator. The contract shall end on (DATE), unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on CITY until the contract is fully executed and approved by CITY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- 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. 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 Article II.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.

ARTICLE VI TERMINATION

- A. CITY reserves the right to terminate this contract upon thirty (30) calendar day's written notice to CONSULTANT with the reasons for termination stated in the notice, including without limitation termination for the CITY's convenience.
- B. CITY may immediately terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, CITY may proceed with the work in any manner deemed proper by CITY. If CITY terminates this contract with CONSULTANT, CITY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to CITY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand. Termination will be without prejudice to any other rights or remedies the CITY may have.
- C. Steps after Termination:
- i. 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 Article XXVI, 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.
 - ii. 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.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to CITY.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.



ARTICLE VIII RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and CITY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, CITY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement shall be reviewed by CITY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by CITY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by CITY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by CITY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by CITY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.
- E. CONSULTANT Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the CITY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach



of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

1. During a Caltrans' review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, CITY will reimburse the CONSULTANT at a provisional ICR until a FAR compliant ICR (e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines is received and approved by A&I. Provisional rates will be as follows:
 - a. If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
 - b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
 - c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.
2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
3. If the CONSULTANT fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.
4. CONSULTANT may submit to CITY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of LOCAL AGENCY; and, (3) Caltrans has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE to CITY no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between CITY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to CITY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from CITY'S obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by CITY's Contract Administrator, except that which is expressly identified in the approved Cost Proposal.

- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by CITY.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by CITY's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE XI EQUIPMENT PURCHASE

- A. Prior authorization in writing by CITY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by CITY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, CITY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit CITY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CITY procedures; and credit CITY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by CITY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by CITY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

ARTICLE XII STATE PREVAILING WAGE RATES

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

ARTICLE XIII CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this contract, or any ensuing CITY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing CITY construction project, which will follow.

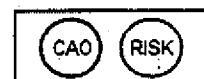
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.
- F. 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.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

ARTICLE XV PROHIBITION OF EXPENDING CITY STATE OR FEDERAL FUNDS FOR LOBBYING

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
 - 1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 - 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or



entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

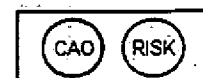
- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

ARTICLE XVI STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. The CONSULTANT shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation - Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The CONSULTANT, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension



(nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to CITY.

- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

ARTICLE XVIII FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only if sufficient funds are made available to CITY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or CITY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. CITY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

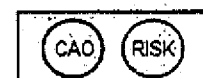
ARTICLE XIX CHANGE IN TERMS

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by CITY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract, without prior written approval by CITY's Contract Administrator.

ARTICLE XX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTS who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is 3%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the CONSULTANT Proposal

- DBE Commitment (Exhibit 10-01), or in the CONSULTANT Contract DBE Commitment (Exhibit 10-02) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as CITY deems appropriate.
 - D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
 - E. A DBE firm may be terminated only with prior written approval from CITY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting CITY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
 - F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.
 - G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
 - H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
 - I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
 - J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.



- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to CITY's Contract Administrator within 30 days.

ARTICLE XXI CONTINGENT FEE

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, CITY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXII DISPUTES

- 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.

ARTICLE XXIII INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit CITY, the state, and the FHWA if federal participating funds are used in this contract, to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

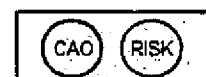
ARTICLE XXIV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by CITY Safety Officer and other CITY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, CITY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXV 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:

- E. 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 \$5,000,000 per occurrence.
- F. Professional Liability Insurance with limits of not less than \$2,000,000 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.
- G. 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.
- H. 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.

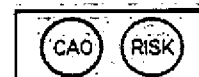


I. Other Insurance Requirements:

- 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.



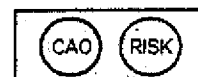
- vi. All policies shall be written on a first dollar coverage basis or contain a deductible provision. Any deductibles or self-insured retentions ("SIR") must be declared to and approved by the CITY. At the option of the CITY, either: the insured shall reduce or eliminate such deductibles or SIR as 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.

ARTICLE XXVI OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in CITY; and no further agreement will be necessary to transfer ownership to CITY. CONSULTANT shall furnish CITY all necessary copies of data needed to complete the review and approval process. Ownership shall survive termination or expiration of this Agreement.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by CITY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by CITY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. CITY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXVII CLAIMS FILED BY CITY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by CITY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's



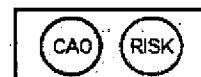
personnel is required in order to evaluate or defend against such claims, CONSULTANT agrees to make its personnel available for consultation with CITY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

- B. CONSULTANT understands that CITY considers it essential that CONSULTANT assist CITY in defending against construction contractor claims and that CONSULTANT and its personnel will be made available on reasonable notice from CITY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- C. Services of CONSULTANT's personnel in connection with CITY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to CITY's operations, which are designated confidential by CITY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by CITY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or CITY's actions on the same, except to CITY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by CITY, and receipt of CITY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than CITY.
- G. 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.



ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by CITY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

ARTICLE XXXI RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- B. No retainage will be held by the CITY from progress payments due the CONSULTANT. Any retainage held by the CONSULTANT or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the CITY's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

ARTICLE XXXII NOTIFICATION

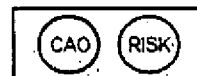
All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

(CONSULTANT)
(NAME), Project Manager
(ADDRESS)

CITY:

City of Monterey
Andrea Renny, P.E., PTOE, Contract Administrator
580 Pacific Street, Monterey, CA 93940



ARTICLE XXXIII CONTRACT

The two parties to this contract, who are the before named CONSULTANT and the before named CITY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

ARTICLE XXXIV INDEMNIFICATION

CONSULTANT hereby agrees to the following indemnification clause:

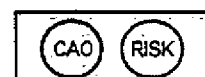
To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), CONSULTANT shall defend (with legal counsel reasonably acceptable to the CITY), indemnify and hold harmless the CITY and its officers, designated agents, departments, officials, representatives 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 Indemnatee shall not apply to the extent that such Liabilities are caused in part by the negligence or willful misconduct of such Indemnatee.

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.

ARTICLE XXXV 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.

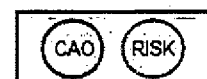
ARTICLE XXXVI Miscellaneous

- A. No Employment or Agency Relationship. 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.

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.

- B. Total Compensation. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
- C. Legal Action / Venue.
 - i. 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.

- ii. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. 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.



- M. 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.
- N. 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.
- O. 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.
- P. 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

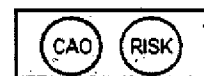
Title

Title

Consultant Legal Company Name

Attachments:

- Exhibit "A" Request for Proposals (Scope of Work)
 Exhibit "B" Proposal
 Exhibit "C" Fee Schedule
 Exhibit "D" Project Schedule
 Exhibit "E" Key Employees and Subcontractors



PART 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: "Design Services for the North Fremont Bike and Pedestrian Safety Improvements Project". Two (2) copies of the cost proposal with fee schedule shall be enclosed in a separate, sealed envelope clearly labeled "Cost Proposal" and the firm's name. Please see attached Exhibit 10-H (Local Assistance Procedures Manual) Sample 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 twenty (20) 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:

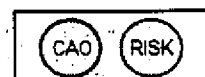
Provide one of the following:

- (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.

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 project. The work plan should provide a tabular list of work tasks considered necessary to complete the scope of work together with the personnel and estimated staff time (in-house and consultants) to complete each task (personnel classifications, and estimated hours). This work plan will be the basis for the equitable distribution of the cost, and include and identify the costs of performing this portion in the fee estimate/cost proposal (to be submitted in



a separate, sealed envelope, accompanying the proposal). Include provision for City and Agency staff reviews and activities as considered necessary. If a sub-consultant is to perform a certain task, hours 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 Part "A - Proposed Scope of Work." Other recommended tasks not listed in the proposed scope of work should be listed and explained.

Provide a simple Gantt Chart Schedule or a CPM Schedule for performance of the work to PS&E completion.

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" and the firm's name.

Section 5 - Requirements for Contracts Using Federal Funds

- Exhibit 10-I "Notice to Proposers DBE Information" must be reviewed and complied with by proposers.

The following exhibits must be completed by all proposers:

- Exhibit 10-O1 "Consultant Proposal DBE Commitment" -must be included in the proposal package provided to the city by each (prime consultant) proposer.
- Exhibit 10-Q "Disclosure of Lobbying Activities"

The following exhibits must be completed by the selected consultant:

- Exhibit 10-K "Consultant Certification of Costs and Financial Management System"
- Exhibit 10-O2 "Consultant Contract DBE Commitment"

PART D

NORTH FREMONT BIKE AND PEDESTRIAN SAFETY IMPROVEMENTS PROJECT

THE FOLLOWING DOCUMENTS ARE AVAILABLE ON E-BID BOARD

- North Fremont Bike and Pedestrian Safety Improvements Project Preliminary Plans
- Biology report
- Archaeological Survey
- Active Transportation Program Grant Application



Exhibit A

January 5, 2016

TO: All Proposers

SUBJECT: **Design Services for the North Fremont Bike and Pedestrian Access and Safety Improvements
Project Federal Project No. ATPL - 5086 (034) - Addendum No. 1**

For your convenience, we are attaching the following Caltrans Exhibits to Ebidboard for this project.

**EXHIBIT 10-H: SAMPLE COST PROPOSAL
EXHIBIT 10-I: NOTICE TO PROPOSERS DBE INFORMATION
EXHIBIT 10-01: CONSULTANT PROPOSAL DBE COMMITMENT
EXHIBIT 10-Q: DISCLOSURE OF LOBBYING ACTIVITIES
EXHIBIT 10-K: CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL
MANAGEMENT SYSTEM
EXHIBIT 10-02: CONSULTANT CONTRACT DBE COMMITMENT**

Please acknowledge receipt of this addendum in your proposal.

Please note that proposals will be received in the office of the City's Engineering Office, 580 Pacific Street, Room 7, Monterey, CA until 2:00 p.m. on January 12, 2015.

If you have any additional questions, please contact Andrea Renny at (831) 646-3473 (renny@monterey.org).

Sincerely,

Andrea Renny, P.E., PTOE
Associate Civil Engineer

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #1) Page 1 of 2**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant _____ Contract No. _____ Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
(project manager)		1	\$ 1.00	\$ 1.00
(Sr. civil Engineer)		2	\$ 2.50	\$ 5.00
(Envio. Scientist)		3	\$ 4.00	\$ 12.00
(Jr. Highway Engr)		4	\$ 5.00	\$ 20.00
		5	\$ 6.00	\$ 30.00

LABOR COSTS

- a) Subtotal Direct Labor Costs \$ 68.00
 b) Anticipated Salary Increases (see page 2 for sample) \$ _____
c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 7,936.10

FRINGE BENEFITS

- d) Fringe Benefits (Rate: _____) **e) TOTAL FRINGE BENEFITS**
 [(c) x (d)] \$ 793.61

INDIRECT COSTS

- f) Overhead (Rate: _____) g) Overhead [(c) x (f)] \$ 1,587.22
 h) General and Administrative (Rate: _____) i) Gen & Admin [(c) x (h)] \$ 1,190.42
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 3,571.05

FEE (Profit)

- q) (Rate: _____) **k) TOTAL FIXED PROFIT [(c) + (j)] x (q)] \$ 2,876.79**

OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)	1	\$ 1.00	\$ 1.00
m) Equipment Rental and Supplies (itemize)	1	\$ 2.00	\$ 2.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.	1	\$ 3.00	\$ 3.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	1	\$ 4.00	\$ 4.00

p) TOTAL OTHER DIRECT COSTS [(l) + (m) + (n) + (o)] \$ 10.00**TOTAL COST [(c) + (j) + (k) + (p)] \$ 14,393.37****NOTES:**

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #1) Page 2 of 2**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**
(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant _____ Contract No. _____ Date _____

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
_____	5000	=	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation		
Year 1	_____	+	_____	=	Year 2 Avg Hourly Rate
Year 2	_____	+	_____	=	Year 3 Avg Hourly Rate
Year 3	_____	+	_____	=	Year 4 Avg Hourly Rate
Year 4	_____	+	_____	=	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year
Year 1	20.0%	*	_____	=	_____
Year 2	40.0%	*	_____	=	_____
Year 3	15.0%	*	_____	=	_____
Year 4	15.0%	*	_____	=	_____
Year 5	10.0%	*	_____	=	_____
Total	100%		Total	=	_____

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year
Year 1	_____	*	_____	=	\$ 50,000.00
Year 2	_____	*	_____	=	\$ 102,000.00
Year 3	_____	*	_____	=	\$ 39,015.00
Year 4	_____	*	_____	=	\$ 39,795.30
Year 5	_____	*	_____	=	\$ 27,060.80
Total Direct Labor Cost with Escalation				=	\$ 257,871.10
Direct Labor Subtotal before Escalation				=	
Estimated total of Direct Labor Salary Increase				=	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2) Page 1 of 2:SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)Note: Mark-ups are Not Allowed
Consultant or Subconsultant _____

Contract No. _____ Date _____

Fringe Benefit + Overhead + General Administration = 45.00% Combined Indirect Cost Rate (ICR)
 (= 0% if Included in OH) (= 0% if Included in OH)

FEE = _____

BILLING INFORMATION**CALCULATION INFORMATION**

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
							0.00% 0.00% 0.00%	
							0.00% 0.00% 0.00%	
							0.00% 0.00% 0.00%	
							0.00% 0.00% 0.00%	
							0.00% 0.00% 0.00%	
							0.00% 0.00% 0.00%	

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*).
- For "Other Direct Cost" listing, see page 2 of this Exhibit

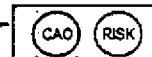


EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2) Page 2 of 2

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

Consultant or Subconsultant _____ Contract No. _____ Date _____

SCHEDULE OF OTHER DIRECT COST ITEMS

PRIME CONSULTANT				SUBCONSULTANT #1				SUBCONSULTANT #2			
DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL
			\$ 0.00				\$ 0.00			\$ 1.00	\$ 0.00
			\$ 0.00				\$ 0.00			\$ 1.00	\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
PRIME TOTAL ODCs =			\$ 0.00	SUBCONSULTANT #1 ODCs =			\$ 0.00	SUBCONSULTANT #2 ODCs =			\$ 0.00

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #3)

COST PER UNIT OF WORK CONTRACTS
(GEOTECHNICAL AND MATERIAL TESTING)

Note: Mark-ups are Not Allowed

Consultant _____ Contract No. _____ Date _____

Page 1 of 2**Unit/Item of Work:**(Example: Log of Test Boring for Soils Report, or ADL Testing for Hazardous Waste Material Study)
Include as many Items as necessary.

DIRECT LABOR	Hours	Hourly Billing Rate (\$)	Total (\$)
Professional (Classification)	_____	_____	\$ 0.00
Sub-professional/Technical*	_____	_____	\$ 0.00
EQUIPMENT (with Operator)	_____	_____	\$ 0.00

OTHER DIRECT COST

Description	Unit(s)	Unit Cost	
Mobilization/De-mobilization	<u>1</u>	\$ 1.00	\$ 1.00
Supplies/Consumables (Itemize)	<u>2</u>	\$ 1.00	\$ 2.00
Travel/Mileage	<u>3</u>	\$ 1.00	\$ 3.00
Report (if applicable)	<u>4</u>	\$ 1.00	\$ 4.00

TOTAL COST PER UNIT OF WORK

\$ 10.00

NOTES:

- Denote labor subject to prevailing wage with asterisk (*).
- Hourly billing rates should include prevailing wage rates and be consistent with publicly advertised rates charged to all clients (Commercial, Private or Public).
- Hourly billing rates include hourly wage rate, net fee/profit, indirect cost rate, and actual direct equipment rate.
- Mobilization/De-mobilization is based on site location and number and frequency of tests/items.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Contract of 3 %

1. TERMS AS USED IN THIS DOCUMENT

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 4 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 4 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 4 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
 - 1. Click on the link in the left menu titled Disadvantaged Business Enterprise;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on Access to the DBE Query Form located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the

purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

(Inclusive of all DBEs listed at bid proposal. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section			
1. Local Agency Name: <u>Transportation Agency for Monterey County</u>			
2. Project Location: <u>Monterey County</u>			
3. Project Description: <u>SR 156 West Corridor Level 2 Traffic and Revenue Study</u>			
4. Consultant Name: _____			
5. Contract DBE Goal %: <u>8%</u>			
DBE Commitment Information			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
Local Agency to Complete this Section		10. Total % Claimed	_____ %
16. Local Agency Contract Number: _____ 17. Federal-aid Project Number: _____ 18. Proposed Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate: 19. Local Agency Representative Name (Print) _____ <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">20. Local Agency Representative Signature _____</div> <div style="width: 45%;">21. Date _____</div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">22. Local Agency Representative Title _____</div> <div style="width: 45%;">23. (Area Code) Tel. No. _____</div> </div>		11. Preparer's Signature _____ 12. Preparer's Name (Print) _____ 13. Preparer's Title _____ <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">14. Date _____</div> <div style="width: 45%;">15. (Area Code) Tel. No. _____</div> </div>	

Distribution: (1) Original – Consultant submits to local agency with proposal
 (2) Copy – Local Agency files

INSTRUCTIONS - CONSULTANT PROPOSAL DBE COMMITMENT**Consultant Section***The Consultant shall:*

1. **Local Agency Name** - Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
4. **Consultant Name** - Enter the consultant's firm name.
5. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-1 *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
6. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
7. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
8. **DBE Cert. Number** - Enter the DBEs Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
9. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
10. **Total % Claimed** - Enter the total DBE participation claimed. If the Total % Claimed is less than item "6. Contract DBE Goal", an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H *DBE Information - Good Faith Efforts of the LAPM*).
11. **Preparer's Signature** - The person completing this section of the form for the consultant's firm must sign their name.
12. **Preparer's Name (Print)** - Clearly enter the name of the person signing this section of the form for the consultant.
13. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
14. **Date** - Enter the date this section of the form is signed by the preparer.
15. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:*The Local Agency representative shall:*

16. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
17. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
18. **Contract Execution Date** - Enter date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
19. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
20. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
21. **Date** - Enter the date the Local Agency Representative signs the form.
22. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
23. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: _____ CFDA Number, if applicable _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: _____	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) (attach Continuation Sheet(s) if necessary)	11. Individuals Performing Services including address if different from No. 10a (If individual, last name, first name, MI) (attach Continuation Sheet(s) if necessary)	
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: 		
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/> (attach Continuation Sheet(s) if necessary)		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		Authorized for Local Reproduction Standard Form - LLL

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)

Certification of Final Indirect Costs:

Consultant Firm Name: _____

Indirect Cost Rate: _____ * for fiscal period _____

*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: _____

Contract Number: _____ Project Number: _____

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ _____ and the number of states in which the firm does business is _____.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

Consultant Certification of Contract Costs and Financial Management System

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ _____

Prime Consultants (if applicable)

Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$ _____

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Consultant Certifying (Print Name and Title):

Name: _____

Title: _____

Consultant Certification Signature **: _____

Date of Certification (mm/dd/yyyy): _____

Consultant Contact Information:

Email: _____

Phone number: _____

****An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.**

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations
2) Retained in Local Agency Project Files

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____

3. Project Description: _____

4. Project Location: _____

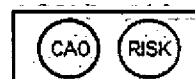
5. Consultant's Name: _____ 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: _____

8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section 20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. 23. Local Agency Representative's Signature _____ 24. Date _____ 25. Local Agency Representative's Name _____ 26. Phone _____ 27. Local Agency Representative's Title _____			\$ _____ % _____ 14. TOTAL CLAIMED DBE PARTICIPATION IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 15. Preparer's Signature _____ 16. Date _____ 17. Preparer's Name _____ 18. Phone _____ 19. Preparer's Title _____

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

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



INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT

CONSULTANT SECTION

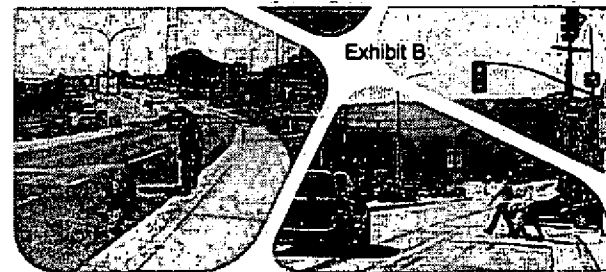
- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement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

LOCAL AGENCY SECTION

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



City of Monterey
Design Services for the **North Fremont Bike and
Pedestrian Access and Safety Improvements Project**
Federal Project No. ATPL-5086 (034)



January 12, 2016

Ms. Andrea Renny, P.E., PTOE, Associate Civil Engineer
City of Monterey
580 Pacific Street, Room #7
Monterey CA, 93940

6 Quail Run Circle
Suite 102
Salinas, California
93907
TEL 831 783 0352

**RE: Proposal for Design Services for the North Fremont Bike and Pedestrian Access and Safety
Improvements Project, Federal Project No. ATPL – 5086 (034)**

Dear Ms. Renny and Members of the Selection Committee:

Excitement is brewing to finish the design and construction of North Fremont Street Bike and Pedestrian Access and Safety Improvements; a project that will be a catalyst towards redevelopment of the corridor while promoting multimodal transport in a sustainable manner. Kimley-Horn shares this excitement with the City and local community.

Our team provides the City the following key advantages:

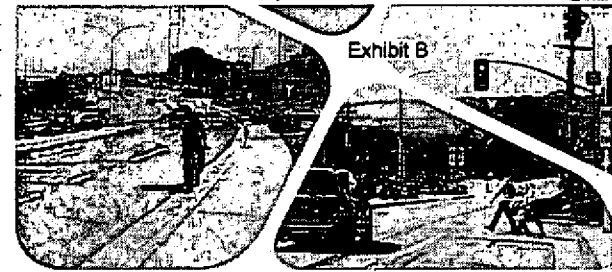
Understanding of Work to be Completed: On April 1, 2014, the City of Monterey adopted the North Fremont Specific Plan, which laid out a vision of a transformed North Fremont Street that promotes multimodal travel. The transformation of this street will create attractive pedestrian, bicycle, and transit improvements that will support an equality of choice among all modes of transportation, including the extension of the MST BRT service to Marina. Redevelopment of the corridor will enhance the overall shopping experience in the commercial districts and create a sense of place. With the award of an Active Transportation Grant (ATP) and the successful completion of the preliminary engineering, the City is now just a few steps away from seeing this vision come to life.

Demonstrated Technical Ability: Kimley-Horn and Associates, Inc. (Kimley-Horn) is excited for the opportunity to continue our service to the City on this project. ***With our knowledge of the project, gained through our work on the preliminary engineering phase of the project, we are in a unique position to make sure you meet and exceed the critical funding deadlines.*** We understand that the ATP funding for the construction of this project is essentially "use it or lose it", with CTC deadlines that must be met. Because of our experience working on the preliminary engineering, we will save the City time and money because we can "hit the road running". We know the project area, the stakeholders, and we have good working relationships with City staff. Our experience and technical ability has been proven through overcoming challenges, and developing innovative solutions. Our team functions like a well-oiled machine. ***We are ready to begin work immediately after the March kick-off meeting.***

Qualified Staff and Familiarity with State and Federal Procedures: Our multidisciplinary project team is staffed with a wide-range of experts. Our team will be led by **John Pulliam**, who has guided numerous local assistance projects successfully through Caltrans. ***John has worked directly with Caltrans on local assistance projects for the past 13 years, including 9 years where he worked as an engineer for Contra Costa County Public Works Department.*** He understands how to prepare PS&E in conformance with Caltrans and federal requirements, and he understands the challenges of working with Caltrans. John is backed up by our top Caltrans expert **Jack Boda**. Jack worked for Caltrans, as both the State Traffic Engineer and the District 4 Chief Deputy, and he is available to support the project and any Caltrans issues.

City of Monterey
**Design Services for the North Fremont Bike and
 Pedestrian Access and Safety Improvements Project**

Federal Project No. ATPL-5026 (03-4)



We are excited about the opportunity to continue working with the City on this important project. **We can meet the City's insurance requirements, accept the City's standard terms and conditions as stated in the Professional Service Agreement and acknowledge receiving addendum #1, dated January 5, 2016.** If selected, we are prepared to serve the City from our local Salinas office. Should you have any questions about this proposal, please contact me at john.pulliam@kimley-horn.com or at (925) 250-2645.

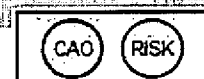
Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

John Pulliam, PE, Project Manager

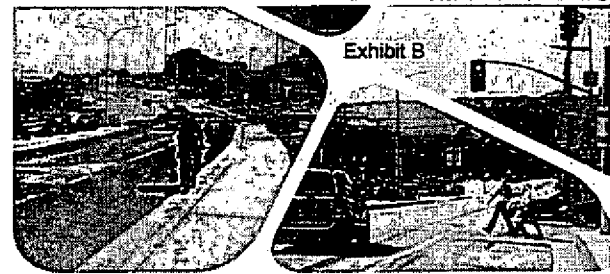
Table of Contents

Section 1. The Firm	1
▪ Services Offered	
▪ Financial Responsibility	
▪ Familiarity with Locality	
Section 2. Proposed Approach	4
▪ Makeup of Team	
▪ Approach to Scope of Work	
Task 1: Project Management	
Task 2: Data Gathering and Utility Coordination	
Task 3: Public Outreach and Right-of-Way Support	
Task 4: Analysis and Report	
Task 5: Final Design Engineering	
Task 6: Design Services during Construction (DSDC)	
▪ Work Plan	
▪ Schedule	
▪ Relative Experience and References	
▪ Familiarity With State And Federal Procedures	
Section 3. Resumes of Key Personnel	16
▪ List of Subconsultants	
▪ Resumes	
Section 4. Cost Proposal/Fees – Separate Sealed Envelope	
Section 5. Requirements/Federal Forms	
Appendix	
▪ Additional Staff and Subconsultant Experience	



Design Services for the North Fremont Bike and Pedestrian Access and Safety Improvements Project

Federal Project No. ATPL-5086 (054)



Section 1 The Firm

Founded in 1967, **Kimley-Horn** is an employee-owned corporation comprised of almost 3,000 multidisciplined, results-oriented engineers, planners, and technicians. We have a local office in the City of Salinas, and 12 additional offices throughout California and 81 offices nationwide.

Today we are one of the largest engineering, planning, and environmental consulting firms in the United States. Our growth is the result of the firm's commitment to integrity and dedication to providing quality services. We provide our clients with the local knowledge and responsiveness of a small organization, backed by the depth of resources only a national firm could offer.

Services Offered

Our team of highly qualified professionals possess a wealth of technical and design expertise, with experience in the disciplines relevant to your project's specific needs. These include:

- Civil engineering and design
- Bicycle planning and engineering
- ADA accessibility standards
- Traffic signal modification and street lighting
- Utility coordination
- Cost estimates
- Roadway, bridge, utility, and drainage design
- Stormwater management
- Public outreach
- Traffic and transportation engineering/planning
- Paving and drainage design and rehabilitation
- Hydrology/hydraulic studies
- Landscape architecture and urban design
- Parking analysis and design
- Site planning and master planning
- Environmental permitting, assessment, and remediation

Based on these services, our team will respond to your objectives and has the capacity to develop innovative and advanced techniques to meet your needs. Areas of expertise include:

Civil Engineering and Design - Civil engineering forms the backbone of our qualifications to serve as your consulting engineer. At Kimley-Horn, we have experienced professionals in roadway, site development, utility engineering, stormwater management, retaining walls, and hydraulic/hydrologic modeling, among others. Our depth of resources means you will benefit

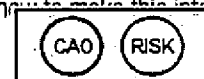
from experienced professionals who practice civil engineering for public-sector clients every day.

Bicycle Planning and Engineering - Kimley-Horn understands the importance of planning and designing for alternative transportation modes for bicycles. We employ state-of-the-art techniques to accommodate and encourage the use of alternative transportation modes and minimize vehicular conflicts. Our firm has led numerous bicycle planning and design projects throughout the United States. We have completed many local city pedestrian and bicycle facility master plans, developed comprehensive statewide plans and requirements for pedestrian/ bicycle facilities, and designed over 200 miles of bicycle trails.

Kimley-Horn understands that one size does not fit all, for example, many beginner and intermediate cyclists prefer striped bike lanes and off-road facilities, while advanced cyclists prefer paved shoulders and wide outside lanes on major roadways. Plans developed by Kimley-Horn emphasize interconnected networks of different types of facilities to serve different types of users. In addition, our thorough understanding of city, regional, and state planning processes helps Kimley-Horn integrate bikeway planning into established approval and funding mechanisms.

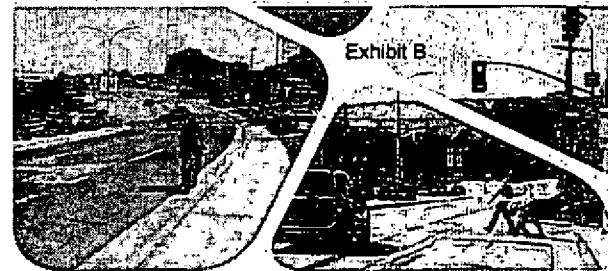
Roadway Design - Roadway design and planning is one of the mainstays of our firm. We are well equipped to address all related aspects of roadway design such as intersection geometrics, utility relocations, traffic control, traffic calming, green and complete streets, paving, and drainage services. Our engineers have developed plans, specifications, and estimates (PS&E) for more than 4,000 miles of roadway, including neighborhood streets, rural roads, interstate highways, state highways, highway interchange structures, and urban arterials. These projects, performed for state departments of transportation, cities, and counties, have included route corridor studies, schematic design, and environmental assessment, maintenance of traffic plans, construction sequencing, and final PS&E.

Transit Signal Priority (TSP) - As a founding member of ITS America, Kimley-Horn has remained at the forefront of transportation technology. We are traffic management specialists, communications engineers, and systems integrators. Our work reflects innovative thinking and technical expertise. Our team of experts understands how to make this intelligence



Design Services for the North Fremont Bike and Pedestrian Access and Safety Improvements Project

Federal Project No. ATPL-5086 (034)



work for our clients and their systems. With our clients, Kimley-Horn is defining the future of transportation.

Kimley-Horn offers the City of Monterey abundant experience in the planning, analysis, design, and implementation of traffic signal/management systems. The City will benefit from this expertise in numerous ways, including:

- Our staff maintains a position at the forefront of technological advances within the industry. We provide innovative solutions while incorporating cost effective methods.
- Our design's are adaptable and flexible. We have led clients forward, with confidence, through decades of changing technology and traffic control demands.
- Having compiled vast similar experience in evaluating system requirements, we can make appropriate recommendations because we know what works and why.
- Our local experience in the Monterey Peninsula area means we will continue to work effectively, and efficiently, saving the City time and money.

We will provide the City with an in-depth understanding of the essential and defining characteristics of transportation systems. We understand it is more than just a traffic system. We emphasize user services as they provide optimum traveler decisions on modal choice, seamless regional travel, and timely and reliable trip information.

ADA Street and Design Guidelines - As recognized leaders in the design of pedestrian facilities, our engineers are on the forefront of the American with Disabilities Act (ADA) compliance, helping municipalities upgrade aging infrastructure to meet applicable standards and ordinances. We are experienced using the ADA Accessibility Guidelines (ADAAG), the California Building Code, and the Proposed Right-of-Way Guidelines for ADA (PROWAG) which will eventually apply to public rights-of-way. We focus on not only on meeting the minimum ADA requirements, but in designing for accessibility using a toolkit of best practices.

Traffic Engineering and Design - Our in-house traffic engineering staff have completed thousands of projects locally, ranging from major area-wide signal systems involving hundreds of intersections to single intersection safety audits, designs, and analyses. Traffic operations, traffic safety, and levels of service are key components in evaluating roadway networks and identifying areas for improvement. Our staff utilizes the

latest analytical tools including the Highway Capacity Manual, Synchro, SimTraffic, CORSIM®, and VISSIM, to perform technical operations analyses. These tools are useful for public involvement and our staff has the ability to translate these analyses into easy-to-understand dialog for public officials as well as stakeholders.

Stormwater Analysis and Design - Kimley-Horn can implement Low Impact Development (LID) as well as a mixture of non-structural (maintaining existing features on the site) and structural (bioretention, extended detention/retention/grassy swales) features to improve the quality of the runoff while maintaining the existing hydrology of the project site. We constantly strive to develop better, innovative, and cost-effective solutions for stormwater management and treatment by working closely with local agencies.

Financial Responsibility

Kimley-Horn is a privately held, employee-owned corporation, full-service engineering, and consulting firm with almost 3,000 employees and 81 offices. Kimley-Horn has operated on a sound financial basis since its founding in 1967. Our solid fiscal management practices have contributed to our steady rise on the Engineering News-Record's list of the top 500 design firms in the nation.

As of December 31, 2014, the company had revenues of \$520 million, total assets of \$236 million and stockholder's equity of \$73 million - we have adequate financial resources to assure the successful completion of your project. Kimley-Horn also has an untapped \$10 million operating line of credit available for short-term cash flow needs. We maintain a conservative operation with a disciplined focus on business fundamentals, and our internal controls and business standards are designed to keep our foundation strong. We accomplish this through a combination of practice diversity, strong client service, exceptionally talented staff, and a focus on our financial strength. We have no history of credit problems or bankruptcy.

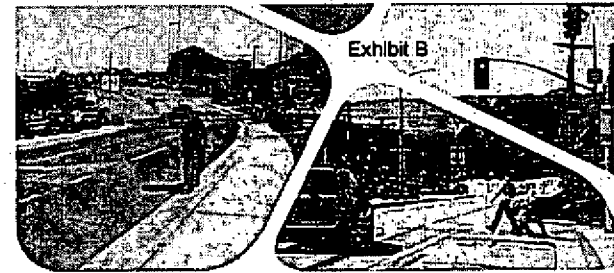
Familiarity with Locality

Over the years, from our local office located in the City of Salinas, Kimley-Horn has worked closely with the City of Monterey and several Monterey County agencies to improve and enhance mobility throughout the region, which provides us a unique understanding of the issues specific to the Monterey Peninsula area.

Agreement #: Ag-5235 - Page 78 of 130

Design Services for the North Fremont Bike and Pedestrian Access and Safety Improvements Project

Federal Project No. ATPL-5086 (034)



We have provided a variety of transportation planning, traffic engineering, and civil engineering services for the City of Monterey, City of Salinas, Monterey County, and TMAC, representing the interests of Monterey area residents on very important and sensitive projects. We have an in-depth understanding of the area's transportation issues and challenges. **Our local Salinas office allow key staff to be able to coordinate in a quick and timely manner.**

Our local project experience includes:

- Preliminary Engineering for the North Fremont Bike and Pedestrian Access and Safety Improvement Project, City of Monterey, CA
- Regional Transportation Impact Fee Program, Monterey County, CA
- Avenue and Foam Street Traffic Signal Upgrades and Retiming, City of Monterey, CA
- MST Fremont-Lighthouse BRT Design, Monterey, Salinas, and Seaside, CA
- Monterey Peninsula Fixed Guideway Corridor Alternatives Analysis Summary Report and Small Starts Assistance, Monterey County, CA
- Signal System Procurement, City of Monterey, CA
- Lighthouse Avenue and Foam Street Operational Alternatives Analysis, City of Monterey, CA
- Del Monte Avenue Traffic Signal Upgrades, City of Monterey, CA
- Fremont Street Traffic Signal Upgrades, City of Monterey, CA
- Design of Signage and Striping for Bike Lanes and Visitor Guidance on Lighthouse Avenue, Foam Street, and Del Monte Avenue, City of Monterey, CA
- Conceptual Design of Lighthouse Avenue Pedestrian Overcrossing, City of Monterey, CA
- Cannery Row IMAX Parking and Traffic Study, City of Monterey, CA
- The Clement Monterey Hotel Parking and Traffic Study, City of Monterey, CA
- General Plan Update, Monterey County, CA
- Traffic Impact Fee Study, Monterey County, CA
- TAMC Regional Development Impact Fee Study, Monterey County, CA
- Monterey Peninsula Airport Improvements, Monterey, CA
- Del Monte Pedestrian Improvements, Monterey, CA

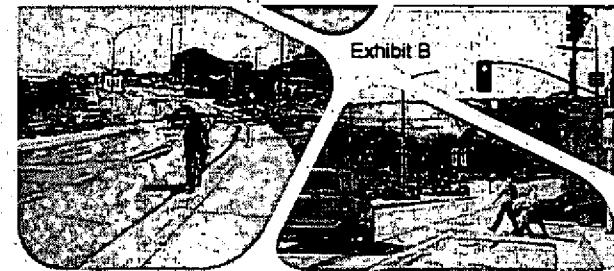
These projects have required close coordination with City staff, Caltrans, and community interest groups. This close coordination has provided us the skills and understanding of how to best communicate and coordinate with these agencies and stakeholders.

Organizational Structure - Kimley-Horn is organized around geographic regions. A team of representatives from production, marketing, administration, and practice building manages each region. Setting overall direction and policy is the firm wide management committee's responsibility, which assists regional teams, as needed. The primary responsibility of the regional teams and management committee is to provide support to our project managers, who are responsible for every facet of a project from beginning to end including contracting, planning, scheduling, quality control, client contact, and service.

Current Workload and Depth of Resources - Kimley-Horn uses a workload forecasting technique to determine staff availability. This "cast-ahead" process involves meeting with relevant department managers and staff to examine backlog, upcoming deadlines, and production schedules. This helps us ensure the right resources at the right time to complete a quality project. Based on our cast-aheads forecast, the Kimley-Horn staff proposed for this project are available immediately and are in an excellent position to handle the workload required to complete the scope of work, in a timely manner.

Design Services for the North Fremont Bike and Pedestrian Access and Safety Improvements Project

Federal Project No. ATPL-5086 (03-4)



Section 2 Proposed Approach

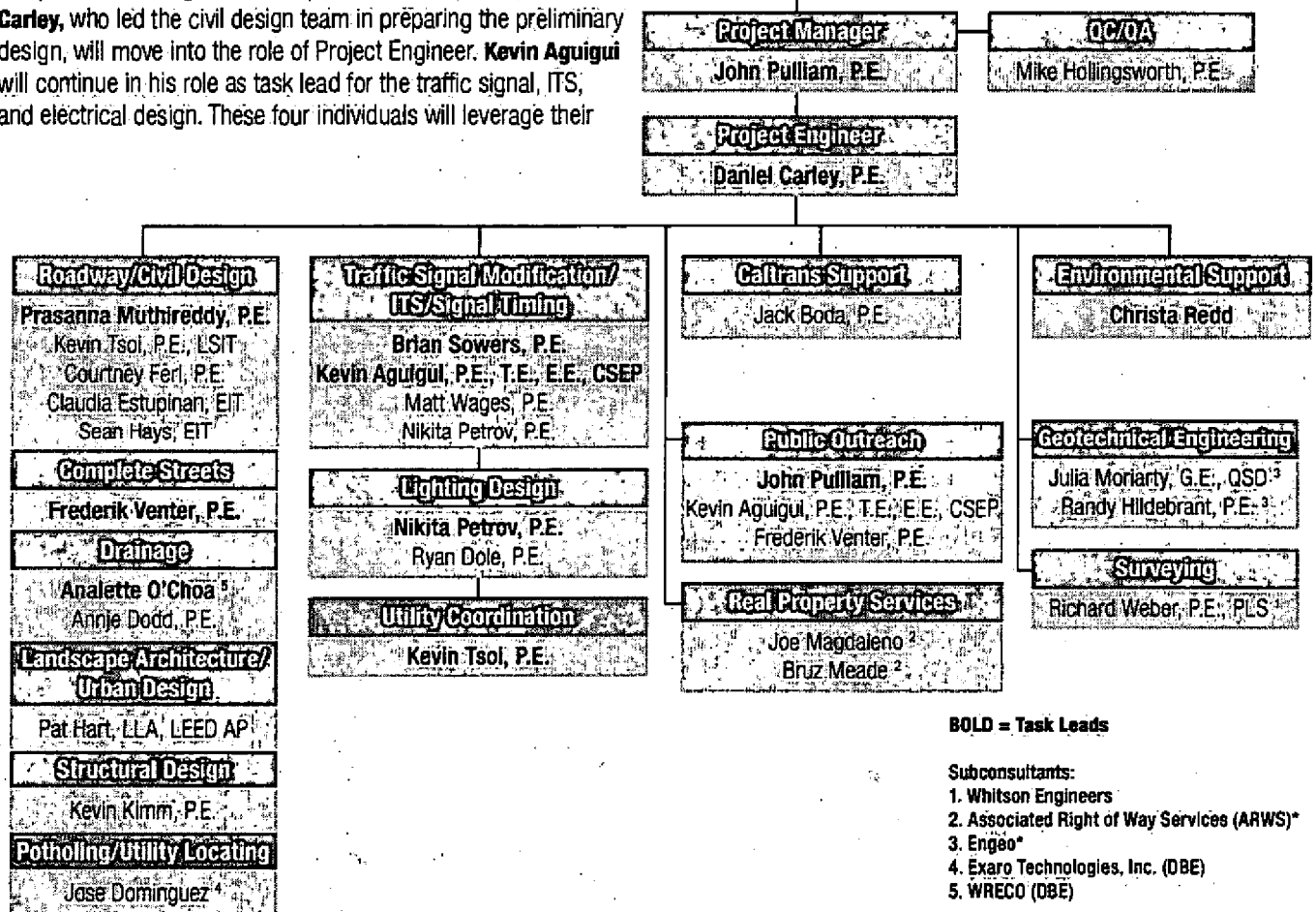
Makeup of Team

Below is the organizational chart showing our proposed team structure for this project. Many of the team members shown have already worked on the project and are familiar with its challenges. The City will save time and money, as there will be no time required for our team to ramp up. This team is also currently working on other projects in the Monterey Bay area, operating out of our Salinas office.

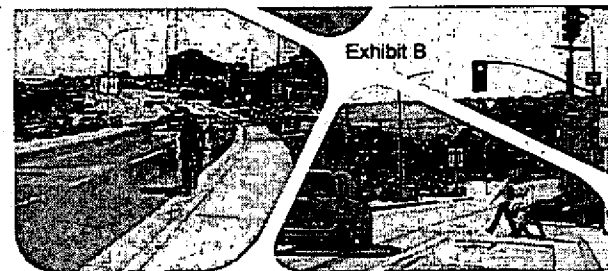
John Pulliam will serve as Project Manager. John served as the Project Engineer for the preliminary engineering phase of the project, working closely with the City throughout the process. The previous Project Manager, **Frederik Venter**, will move into a technical support and coordination role, leading the traffic analysis and serving as our complete streets expert. **Daniel Carley**, who led the civil design team in preparing the preliminary design, will move into the role of Project Engineer. **Kevin Aguigui** will continue in his role as task lead for the traffic signal, ITS, and electrical design. These four individuals will leverage their

strong technical abilities and unmatched understanding of the project to deliver a creative, high quality design. ***In addition, these individuals routinely work on projects together and know each other's capabilities and strengths. This team is ready to deliver for the City and exceed your expectations!***

We have organized ourselves according to technical roles, with the name of each technical lead in bold.



City of Monterey
Design Services for the **North Fremont Bike and
Pedestrian Access and Safety Improvements Project**
Federal Project No. ATPL-5086 (034)



In addition to Kimley-Horn staff, we have augmented our team with subconsultants:

AR/WS and **Engco** will continue in their role of providing Real Property Services and Geotechnical Services. We have shown them on our team's organizational chart, however they do not require any additional scope and fee to complete their work.

Whitson Engineers, a local engineering firm, will also continue in their role of providing survey services. We have included additional scope and fee to provide for supplemental survey services.

We are pleased to have **WRECO** join our team to provide drainage services. They are recognized as experts in drainage design, including working with the requirements of the Central Coast Regional Water Quality Control Board. We have a long working relationship with **WRECO**—they have provided drainage design services on a number of our recent projects, including Dougherty Road Improvements Project, Line 51 Corridor Delay Reduction and Sustainability Project, and Byron Highway and Camino Diablo Intersection Improvements.

WRECO has experience working on projects that comply with the Central Coast RWQCB's requirements. Including the water quality and hydraulic reports for the environmental phase of the SR-1 HOV Project in Santa Cruz County as well as nearly 20 bridge projects located in the counties of Santa Cruz, Monterey, San Luis Obispo, and Santa Barbara. In addition, they have supported Caltrans Central region with their on-call civil and environmental contracts and provided permitting support for Santa Barbara County.

WRECO brings experience implementing stormwater treatment BMPs within ASBS watersheds in compliance with the ocean plan requirements. They provided the design and construction support for a stormwater treatment BMP project discharging into the James Fitzgerald ASBS in San Mateo County to improve stormwater quality per the Fitzgerald ASBS Pollution Reduction Program.

Most recently, they provided technical support and training per the Phase II Statewide Stormwater MS4 General Permit and Central Coast RWQCB stormwater requirements for the City of Gilroy.

Our team also includes **EXARO** to provide potholing services.

Approach to Scope of Work

We have carefully reviewed the scope of work provided in the RFP, and we offer the following remarks and suggestions on how it could be modified. If selected by the City, we look forward to discussing a final scope and fee.

Task 1: Project Management

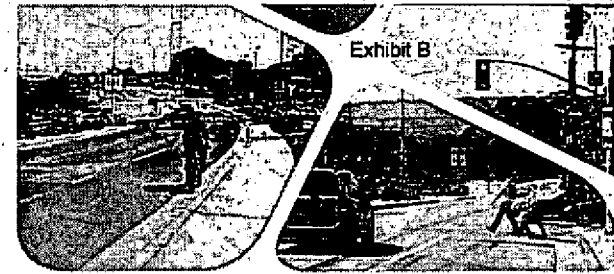
This project is federally funded and administered through Caltrans Local Assistance. **We hope it is clear from review of our project qualifications and resumes that our team is uniquely qualified to successfully move this project through the local assistance process.** In addition, coordination with Caltrans will be needed to successfully facilitate the geometric and signal modifications necessary at the intersection of North Fremont with Canyon Del Rey Boulevard (SR-218). Our team has extensive experience working with Caltrans to gain encroachment permits, allowing our Clients to make changes and improvements to Caltrans facilities. This coordination began during the preliminary engineering phase of this project, and it is critical that it continues throughout the project so there are no surprises at the completion of design.

There are a number of important stakeholders on this project in addition to Caltrans, in particular the **City of Seaside, Monterey-Salinas Transit (MST), and the California Transportation Commission (CTC)**. A portion of the east end of the project is located within the limits of the City of Seaside, including a section of North Fremont and the Intersection of Canyon Del Rey Boulevard. Continued coordination with Seaside will be important to understand and incorporate their design preferences. Seaside has already provided initial information to the project team related to median widths, lanes widths, and preferences for the lane configurations and geometric improvements within their City limits. One idea expressed at the City Council's November 20, 2014 meeting, was an interest in seeing the existing bus stop at the park updated to the full MST Jazz standard. Since the project will impact a portion of the existing park gardens, Seaside is interested in seeing these impacts mitigate and offset by possible replanting of impacted plants.

MST operates a number of bus lines along the North Fremont corridor, including the JAZZ line. In addition, MST is planning a future BRT line along this corridor. Some of the project improvements could impact existing MST transit stops, so coordination with MST will be essential to determine how they want see their facilities modified.

Design Services for the North Fremont Bike and Pedestrian Access and Safety Improvements Project

Federal Project No. ATPL-5086 (034)



MST currently has transit priority along the North Fremont corridor, with an important exception being the signal at Canyon Del Rey. In addition, MST would like to have queue jumps in both directions incorporated into this signal. This is a Caltrans signal, and our team will work collaboratively with Caltrans to provide a design that is acceptable to all stakeholders. **Our team has recent experience working with Caltrans to implement transit-related signal improvements to Caltrans signals, for example on the Fresno BRT Project and the Line 51 Corridor Delay Reduction and Sustainability Project.**

In order to access the funds for construction of the project, the City must take the completed design to the CTC. **It is critical for the project design to be wrapped up on-schedule in order to preserve funding.** We understand the importance of maintaining schedule, and will keep the project on-track through monthly meetings with the City, a **structured QC/QA process**, and strong communication amongst our team.

It was previously thought that a portion of the project might extend into City of Del Ray Oaks, however as currently designed we do not anticipate the scenario.

Our fee for Project Management assumes that this contract begins in March 2016 and goes through June 2017, for a total of 16 months.

Task 2: Data Gathering and Utility Coordination

Whitson Engineering will continue in their role as project surveyor. They have completed aerial and topographic mapping of the project, and have produced a base map that was used to create the preliminary engineering (35%) plans. Initial utility information has been incorporated into the plans, and right-of-way along the corridor has been resolved.

As frequently happens on long corridor projects such as this, areas where additional survey is needed are identified as design progresses. Our scope and fee includes time for three days of supplemental field survey services, and one day for Whitson to pick-up potholing data. Each time that additional survey is acquired, Whitson will deliver an updated base map to the design team so new information may be immediately used.

We have identified up to 20 locations where potholes will be necessary for signal pole relocations. Our scope provides for these, plus an additional 10 locations in order to pothole potential storm drain or retaining wall utility conflicts.

Our scope and fee also includes time for additional fieldwork and supplemental research. For example, this includes time for the signal designers to open cabinets, pull boxes, access and document known existing facilities, and for the roadway team to review challenging design locations in the field.

Task 3: Public Outreach and Right-of-Way Support

Our team is well experienced in public outreach, including leading workshops and public meetings. **Our project manager, John Pulliam, routinely participates and presents in public meetings**, most recently with the City of Burlingame for the Carolan Avenue Complete Streets Project and the California Roundabout Project. In addition, John brings years of working public meetings during his time at Contra Costa County Public Works Department. John will participate in public meetings, and we have assumed scope to cover both Frederik Venter and Kevin Aguilui, should there be a need for their areas of expertise. Both of them are also experienced public speakers. **We do not think you will find a better group of engineers to represent and present your project to the community.**

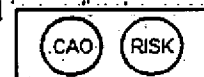
This team is backed up our in-house graphics group. **Working directly with our engineers, they routinely prepare 3-D renderings, fly-over graphics, and simulations for use in public outreach.**

Our scope and fee assume that we will prepare agendas for the meetings, and take and prepare minutes.

AR/WS will continue to work with the City, assisting them in acquiring right-of-way and Temporary Construction Easements (TCE's) for the project. Their remaining work is covered under the previous preliminary engineering contract, and we have confirmed with AR/WS that they will be able to complete their remaining work within their existing budget, so no additional funds are being requested. We have included a few hours for Kimley-Horn staff to continue support the acquisition of right-of-way and TCE's.

Task 4: Analysis and Report

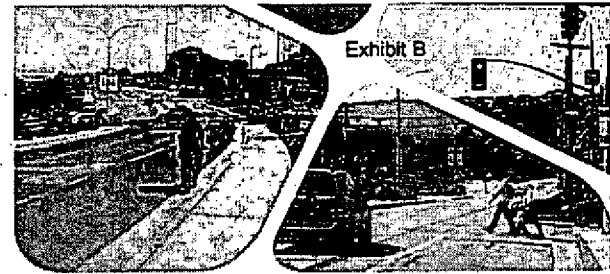
Our team performed an initial traffic analysis as part of the previous preliminary engineering contract. A supplemental traffic analysis is desired, including revisions to the existing Synchro models based on the revised roadway geometrics. As part of this work, we will collect turning movement counts at the five signalized intersections as outlined in the RFP. The fee for collecting these counts is included.



Kimley-Horn

Design Services for the North Fremont Bike and Pedestrian Access and Safety Improvements Project

Federal Project No. ATPL-5086 (034)



Our subconsultant **WRECO** will prepare the Drainage Report and Storm Water Control Plan (SWCP). The general topography of the area suggests that stormwater runoff from the North Fremont Bike and Pedestrian Access and Safety Improvement Project (Project) discharges to Canyon Del Rey, Del Monte Lake, and Monterey Bay. The Project is located within the Central Coast Regional Water Quality Control Board's (RWQCB) jurisdiction. A preliminary evaluation of the drainage pattern indicates that the Project does not directly discharge to the Pacific Grove Area of Biological Significance (ASBS), which is the nearest ASBS designated by the State Water Resources Control Board (SWRCB). Potential impacts for any direct or indirect discharge to an ASBS would be coordinated with the City and appropriate regulatory agencies. WRECO will prepare the "Storm Water Control Plan" (SWCP) for the Project to document Project compliance with the Central Coast RWQCB's Post-Construction Requirements (PCRs). This Project is required to comply with the PCRs because the proposed improvements will create or replace more than 2,500 square feet impervious surface. WRECO will use the SWCP template developed by the Monterey Regional Stormwater Management Program (Program) in conjunction with the Program's Stormwater Technical Guide for Low Impact Development (2015). Because the Project discharges to the Monterey Bay, the SWCP will also document that the Project complies with the SWRCB's Water Quality Control Plan for Ocean Waters of California (1990) and regional requirements for discharges to ocean waters stated in the RWQCB's Water Quality Control Plan for the Central Coastal Basin (2011).

Based on the preliminary (35%) design, the Project will likely be classified as either a Tier 3 or a Tier 4 type Project. Tier 3-type projects create or replace 15,000 square feet or more of impervious surface projects, and are required to treat runoff prior to discharge and prevent offsite discharge from events up to the 95th percentile rainfall events. Tier 4 type projects create or replace 22,500 square feet of impervious surface and are required to meet the Tier 3 requirements, plus control peak flows to not exceed pre-project flows for the 2-year through 10-year events. To comply with these requirements WRECO will design treatment measures, such as bioretention or infiltration facilities, and flow control measures, which can include modified treatment facilities or detention facilities.

As part of our current preliminary engineering contract, **Engeo** completed the Draft Geotechnical Report for the project. This report provides recommendations for pavement sections and design criteria for the retaining wall, subgrade preparation, and grading. Engeo will finalize the report under the existing contract.

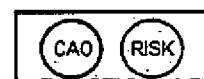
We would like to discuss possible additional testing and analysis of the existing yellow striping (both paint and thermoplastic) in order to determine lead content and how the removal of those stripes must be handled during construction. We also may need to test soils for the potential of hydrocarbons at and around the gas station at Casa Verde Way. We are experienced dealing with contaminated soil, most recently helping the City of Sonoma plan a project that overlaps with an area of contaminated soil. Should the City desire, we can provide these services for an additional fee.

We are also suggesting the inclusion of scope and fee for as-needed environmental support from our in-house environmental expert, Christa Redd. This would include support for the design of the retaining wall, drainage, and other improvements adjacent to the Environmentally Sensitive Area (ESA). Denise Duffy & Associates, Inc. has prepared an environmental analysis and summary letter for the project. This study sought to identify sensitive habitats and special status plant and wildlife species, and to determine ESA limits if necessary. Because of their work, an ESA has been defined along Canyon Del Rey Creek, to the north of North Fremont between Canyon Del Rey Boulevard and Casa Nova Avenue. This ESA includes riparian habitat, which is regulated by the California Department of Fish and Wildlife. Additionally, Canyon Del Rey Creek may potentially be considered as waters of the U.S., and therefore fall within the jurisdiction of the U.S. Army Corps of Engineers.

A guiding principal of our design approach will be to not encroach into or otherwise disturb any portion of the ESA. It is also relevant to note that the ESA lies within the City of Seaside, and Seaside should be coordinated with during the design of the improvements around the ESA. We discuss our approach to the retaining wall design in Task 5 below.

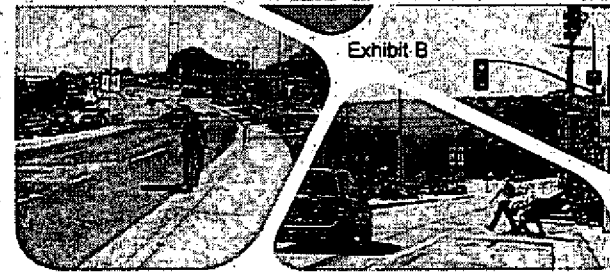
Task 5: Final Design Engineering

The scope of this task includes preparing 65%, 95%, and 100% PS&E. We have also included the preparation of a final set of PS&E as part of preparing the bid documents.



Design Services for the North Fremont Bike and Pedestrian Access and Safety Improvements Project

Federal Project No. ATPL-5086 (034)



Based on our understanding of the project, our fee assumes the preparation of the following plans:

Plan Section	Number of Sheets
Cover Sheet	1 sheet
Abbreviations & General Notes	1 sheet
Horizontal Control	1 sheet
Typical Cross Sections	4 sheets
Key Map	1 sheet
Plan and Profiles	9 sheets
Structural Plans	2 sheets
Construction Details	5 sheets
Curb Return Profiles	3 sheets
Erosion Control Plans	5 sheets
Drainage Plans, Profiles, and Details	8 sheets
Storm Water Control Plans and Details	5 sheets
Utility Plans	4 sheets
Signing and Striping	4 sheets
Quantities	2 sheets
Traffic Signals	10 sheets
Street Lighting	6 sheets
Stage Construction and Temporary Pedestrian and Traffic Control Plans	10 sheets
Landscaping and Irrigation	7 sheets

Total number of sheets this scope and fee assumes are necessary: 88 sheets.

Specifications

Our team is very familiar with writing specifications based off Caltrans Standards, having assisted a number of agencies in re-writing their front-end boilerplates to conform to Caltrans 2010 standards. With the recent release of the 2015 Specifications and Special Provisions, we are beginning to have agencies request the use of these, and our team is ready to engage and deliver 2015-based specifications.

ADA and Accessibility

Our team members are experienced in designing pedestrian and transit facilities to meet federal and state regulations. We are experienced using **Caltrans Standard Plans for Ramp Design (A88)**, the **ADA Accessibility Guidelines (ADAAG)**, the **Proposed Right-of-Way Guidelines (PROWAG)**, and the **California Building**

Agreement #: Ag-5235 - Page 84 of 130

Code. We strongly encourage the City to consider moving to the updated Caltrans ramp standard plans, which were recently modified to provide some construction "cushion", and to consider use of some of the improvements in the PROWAG, specifically, the ability to square off detectable warning surfaces at the bottom of ramps, even if the gutter flow is following a curved alignment. This eliminates the need for the contractor to cut a detectable warning surface, which typically leads to a rough concrete conform and eventually spalling.

Right-of-Way

The City has identified and begun the process of acquiring right-of-way from 13 parcels. Most of these are associated with the intersection corners, and acquiring additional right-of-way to facilitate realigning intersections and installing ADA-compliant improvements. The City does not intend to condemn acquiring right-of-way for this project, and so there is potential that one or more of the 13 locations may not be acquired. Our team is prepared for this, and we are confident that we can come up with creative design work-arounds that maintain the overall project scope and meet ADA requirements. An example of this would be bulbing-out at a corner, or installing a retaining wall, if right-of-way cannot be acquired behind the back of sidewalk.

At the Northwest corner of the Casa Verde Way intersection, the City is acquiring right-of-way from the gas station. This will require removing the gas station's landscape planter, sign, and lighting located at the corner. Through negotiations with this owner, we understand that our project plans need to include the redesign of this planter. The owner will be responsible for installing a new sign and light. Along with the City, our team will coordinate with the owner to determine the owner's preferred design of the planter.

One of the purposes of the North Fremont Specific Plan is to spur redevelopment, and this is already moving forward with some of the parcels adjacent to the project. For example, we understand the shutter business at the Northwest corner of the Dela Vina Avenue intersection could be redeveloped in the near future. Our team will continue working closely with the City to understand what development is planned for adjacent parcels. **We will reach out to and work with these owners to allow the final design to reflect their planned improvements.**

Retaining Wall Design

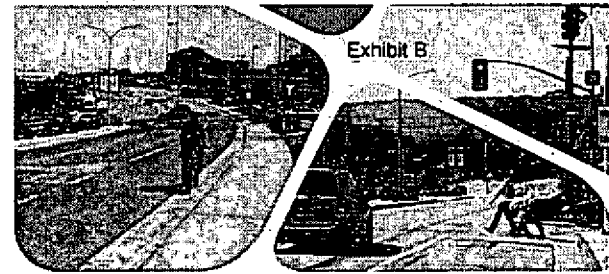
A retaining wall will likely be necessary to install project improvements near the ESA area. It is critical the retaining wall be designed to avoid the ESA, but also the construction of the



Kimley»Horn

Design Services for the North Fremont Bike and Pedestrian Access and Safety Improvements Project

Federal Project No. ATPL-5086 (034)



wall must be done in a way which does not impact the ESA.

Our team has already begun to analyze wall alternatives, and is confident we can design a retaining wall to be constructed with **no impact to the ESA**. There are different alternatives that could be used to accomplish this. Our 35% preliminary engineering plans included details for a Cast-In-Drilled-Hole (CIDH) concrete pile and panel retaining wall that would meet this requirement.

Bicycle and Pedestrian Facility Design

Caltrans just released their Design Information Bulletin Number 89 for Class IV Bikeway guidance. The relevant Caltrans bulletins, along with the FHWA guidance on coloring of bike lanes, will be utilized for the design of the project. The project will install bicycle facilities throughout the corridor, including six foot wide bike lanes, bike boxes at certain intersections, a potential shared bus/bike lane between Casanova Avenue and Canyon Del Rey Boulevard, and bike loops at signalized intersections. Our team laid out the initial bicycle striping based not only on the Caltrans Highway Design Manual, but also drawing from the **National Association of City Transportation Officials (NACTO) Urban Bikeway Design Guide**. As part of the 35% design process, we have already worked through and analyzed a number of alternatives with the City, including parking-protected cycle tracks and buffered bike lanes. If selected, we look forward to continuing to work with the City on designing innovative bicycle facilities. For example, one idea proposed in the 35% design was using sharrows across intersections to highlight areas that have a greater risk of vehicular conflict.

Pedestrian improvements include bulbouts and reconstruction of returns, including the relocation of many curb ramps in order to shorten the pedestrian crossing distances. These were initially laid out and reviewed with the City during 35% design. These changes will require signal modification to accommodate the new curb and ramp locations.

Interconnect

Our understanding is that not all of signals along the North Fremont corridor are interconnected. With a project of this magnitude, we propose that the project install conduits and pull boxes to facilitate the future installation of fiber-optic. This will eliminate the need to tear up the roadway in the future.

Utilities

Along this same line, it is important that we stay on top of the planned and upcoming utility work along North Fremont.

Agreement #: Ag-5235 - Page 85 of 130

It is unfortunate when utilities come in and rip up a newly constructed roadway, which is why many agencies implement a moratorium on utility work after large public-works project.

We understand that Cal-America Water Company has a new 36-inch water line planned from the airport to 218, and a portion of this will be located within the project limits. We suggest working with them to determine how to best coordinate and sequence their construction work to occur before or during the North Fremont. Other utilities may also have planned improvements, which we will work to understand as the utility coordination effort moves forward.

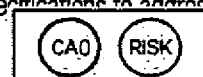
As part of reconstructing the corners and removing the pork chop islands, relocation of utility vaults, manholes, and potentially poles, will be required. Our team will work with the City and the utilities to avoid unnecessary relocations. Where feasible, we will modify the design to avoid significant utilities. For example, at the intersection with Canyon Del Rey Boulevard, there is a large underground utility vault on the Northeast corner, and 35% plans were designed to avoid affecting this vault. Alternatively, at Casanova, the elimination of the pork chop island on the Southeast corner would require relocation of a joint pole along with a storm drain facilities, a signal pole, and a fire hydrant.

Decorative Features

This project provides a unique opportunity to change the character of the roadway. Colored or stamped concrete could be used as an accent at the returns, particularly where there are proposed bulbouts. We understand the City is looking for low-maintenance hard scape, and is open to some landscaping but it also should be low-maintenance and drought-resistant. As part of the drainage design, we will look at creating infiltration planters, including the use of pervious concrete. Decorative pedestrian level lighting could also be incorporated at intersections.

Construction Staging

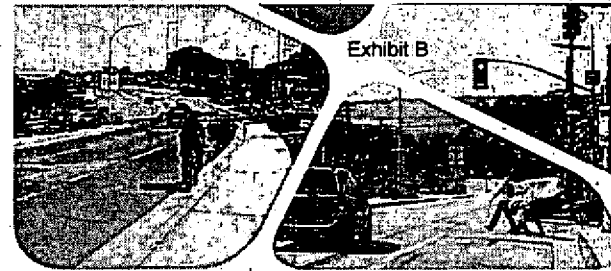
The scope includes creating construction-staging plans, and these will be particularly important given how busy this corridor is. Temporary lane closures will likely be necessary, for example at intersections in order to construct the proposed improvements. Pedestrian, bicycle, and vehicular access to adjunct businesses will need to be carefully considered. Businesses will be concerned about the impacts during construction, our team will be conscious of this and will develop construction staging plans and specifications to address this.



Kimley»Horn

Design Services for the North Fremont Bike and Pedestrian Access and Safety Improvements Project

Federal Project No. ATPL-5086 (034)



Task 6: Design Services during Construction (DSDC)

Based on the scope, we have provided proposed fees to provide DSDC support. **We will maintain the same design team members during DSDC that worked on the creating the design plans.**

Work Plan

We have provided a work plan to complete the scope of work, together with the personnel classifications, estimated hours, and cost of performing the work in the attached sealed cost proposal envelope.

Scope and Fee

If selected, we would anticipate developing a final scope, starting with the scope provided in the RFP, and augmenting it based on our proposal and negotiations. Our fee is included in a sealed envelope.

Schedule

Please see our Project Schedule on the following page.

Task	Task Name	Duration	Start	Finish	Predecessors	April	May	June	July	August	September	October	November	December
1	Kickoff Meeting	1 day	Tue 3/15/16	Tue 3/15/16										
2	Data Collection	20 days	Mon 5/18/16	Fri 6/10/16										
4	Supplemental Survey	20 days	Mon 5/18/16	Fri 6/10/16										
6	Permitting	20 days	Mon 5/18/16	Fri 6/10/16										
5	Analysis and Reports	110 days	Wed 5/18/16	Tue 8/18/16										
8	Traffic Analysis (Including Collecting Counts)	25 days	Wed 5/18/16	Tue 6/15/16	1									
7	Drainage Analysis and Report	30 days	Wed 5/18/16	Tue 5/24/16	1									
9	Develop Storm Water Control Plan	20 days	Wed 7/20/16	Tue 8/16/16	13									
10	Final Design	175 days	Wed 4/28/16	Tue 12/28/16										
11	65% PS&E	60 days	Wed 4/28/16	Tue 7/19/16										
12	Prepare 65% PS&E	30 days	Wed 4/28/16	Tue 6/7/16	6									
13	Submit 65% to City	0 days	Tue 6/28/16	Tue 6/28/16	21									
14	City review of 65% / Comment meeting	13 days	Wed 6/28/16	Tue 7/19/16	12									
15	85% PS&E	55 days	Wed 7/20/16	Tue 9/6/16										
16	Prepare 85% PS&E	40 days	Wed 7/20/16	Tue 8/13/16	13									
17	Submit 85% PS&E to City	0 days	Tue 8/13/16	Tue 8/13/16	15									
18	City review of 85% / Comment meeting	15 days	Wed 9/14/16	Tue 10/4/16	16									
19	100% PS&E	40 days	Wed 10/5/16	Tue 11/29/16										
20	Prepare 100% PS&E	25 days	Wed 10/5/16	Tue 11/8/16	17									
21	Submit 100% PS&E to City	0 days	Tue 11/8/16	Tue 11/8/16	23									
22	City review of 100% PS&E / Comment meeting	15 days	Wed 11/9/16	Tue 11/29/16	20									
23	Bid Set	15 days	Wed 11/30/16	Tue 12/20/16										
24	Add final comments and prepare bid set	15 days	Wed 11/30/16	Tue 12/20/16	21									
25	Submit bid set to City	0 days	Tue 12/20/16	Tue 12/20/16	23									

Project Month Assessment
Date: Tue 1/26/16

Task Split
Milestone
Summary

Project Summary
External Task
External Milestone
Inactive Task

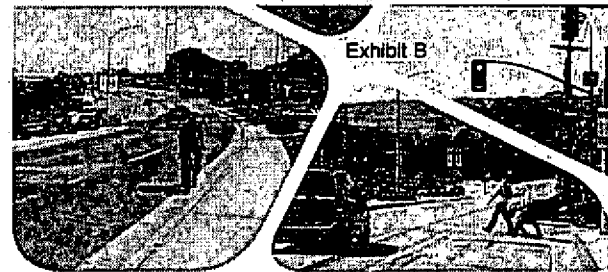
Inactive Milestone
Inactive Summary
Manual Task
Duration-only

Manual Summary Filter
Manual Summary
Start-only
Finish-only

Deadline
Program
Manual Progress

Design Services for the North Fremont Bike and Pedestrian Access and Safety Improvements Project

Federal Project No. ATPL 5086 (034)



Relative Experience and References

Following are **three references for similar services**. These projects clearly illustrate the overlap with the North Fremont Bike and Pedestrian Access and Safety Improvements Project, and indicate our expertise that will be applied to your project.

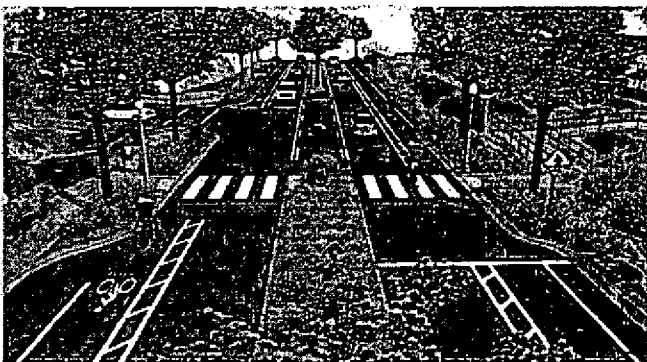
1. Carolan Avenue Complete Streets

The City of Burlingame selected the Kimley-Horn team to provide public outreach and design services for the Carolan Avenue Complete Streets project. The focus of this project is to improve pedestrian and bicycle access along Carolan Avenue, between Broadway and Oak Grove Avenue, by reducing the number of vehicular lanes from 4 to 2, and then adding bike facilities and bulbouts, upgrading curb ramps, and adding Rectangular Rapid Flashing Beacons (RRFB) at a mid-block crossing.

Carolan Avenue is federally funded, and our team is assisting the City with their **Caltrans local assistance coordination**. Similar to the North Fremont project, Carolan Avenue utilizes the latest in bike and pedestrians standards, relying in-part on **NACTO** standards. As part of updating the curb ramps, our team utilized the **ADA Accessibility Guidelines (ADAAG)**, while also reviewing and considering some of the changes that will eventually be regulations from the **Proposed Right-of-Way Guidelines for ADA (PROWAG)**.

As part of Carolan Avenue, our team prepared technical specifications, and also updated the City's boiler plate (front-end) specifications, to conform to the **latest Caltrans and federal requirements**. Plans and specifications have been prepared in accordance with the E-76 checklist for construction from the **Caltrans Local Assistance Procedures Manual (LAPM)**. We are also assisting with NEPA clearance, coordinating directly with Caltrans Local Assistance, also in accordance with the **LAPM**.

Prior to preparing final design, our project manager (John Pulliam), participated in a **series of public meetings**, presenting concepts and designs, and gathering public feedback.



Agreement #: Ag-5235 - Page 88 of 130

Project value added items:

- Seamless integration between the technical experts
- Easy Caltrans paperwork and procedures process
- Public consensus achieved through well-defined engineering design, meeting goals and expectations

Construction cost: \$1.7 million (Estimated, construction summer 2016)

Client contact: Augustine Chou, City of Burlingame
501 Primrose Road, Burlingame, CA 94010
(650) 558-7236

2. Capitol Expressway ITS Infrastructure and Sidewalk Project

Kimley-Horn is currently working with the County of Santa Clara on a **federally funded** project, administered through **Caltrans Local Assistance**, to design various ITS infrastructure and civil improvements along the entire length of Capitol Expressway (8.5 miles). The ITS infrastructure improvements include new fiber interconnect, pedestrian and bicycle detectors, new traffic video monitoring cameras, and new controllers and controller cabinets. Signal pole relocations are also necessary to support the civil improvements. The civil improvements along the corridor include installation of new bulbouts, including curb ramps and sidewalks, designed in accordance with **ADAAG**. The purpose of the bulbouts is to remove the existing "free-right" turns and reduce the crossing distance to enhance pedestrian safety. The project also includes new signing and striping and traffic signal modifications at 17 intersections. Plans and specifications are being prepared in accordance with the E-76 checklist for construction from the **Caltrans Local Assistance Procedures Manual (LAPM)**.

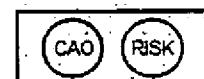
Project value added items:

- Single team of experts, well integrated for planning and design of ITS, Civil, and Traffic
- Seamless Caltrans Local Assistance procedures process (LAPM)

Construction cost: \$ 6.7 million (Estimated, construction 2016)

Client contact: Jamil Salas, P.E.

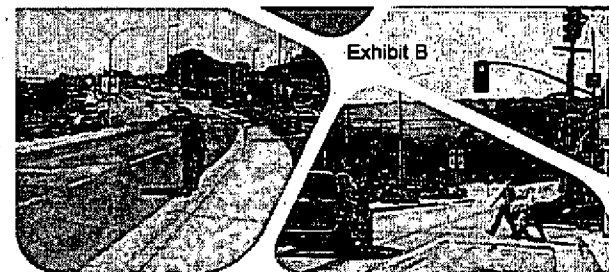
County of Santa Clara Roads & Airports Dept.
Traffic Engineering and Operations
1505 Schallenger Road, #1
San Jose, CA 95131, (408) 494-137



Kimley-Horn

City of Monterey
**Design Services for the North Fremont Bike and
 Pedestrian Access and Safety Improvements Project**

Federal Project No. ATPL-5086 (034)



3. Regional Transportation System Enhancements Project

Kimley-Horn prepared the environmental documents and the detailed PS&E documents for traffic and civil improvements in the San Rafael downtown area in preparation for the arrival of the SMART commuter rail system. This **federally-funded project** was administered through **Caltrans Local Assistance**. Kimley-Horn coordinated with the City, Caltrans, SMART, and the City's traffic signal system vendor, Econolite, on the planning and design for this project. We worked directly with Caltrans Local Assistance to prepare all necessary NEPA environmental studies and reports, including cultural, historical, and biological studies. Our team then successfully cleared the project through the **federal NEPA process with Caltrans Local Assistance**.

For the traffic and civil improvements, Kimley-Horn prepared detailed designs for the installation of new ADA compliant curb ramps and new sidewalks (designed based on **ADAAG** and **PROWAG**), and traffic signal modifications including new traffic controllers, cabinets and foundations, pedestrian signals, traffic signal interconnect using fiber optics, railroad preemption, and various other ITS elements.

Project value added items:

- Comprehensive team with key expertise in-house
- Seamless Integration between the technical experts
- Easy Caltrans paperwork and procedures process

Construction cost: \$ 3.5 million

Client contact: Hunter Young, P.E.

City of San Rafael Public Works Department
 111 Morphew Street, San Rafael, CA 94901
 (415) 485-3408

In addition to the above three projects, the **Kimley-Horn team members proposed for this project** have worked on and completed a number of other projects that involved **Caltrans coordination** and **Local Assistance** over the past three years. The following table outlines some of those additional relevant projects for the City's consideration. We can provide detail on each of these projects if necessary.

Familiarity With State And Federal Procedures

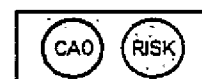
Kimley-Horn has completed the planning and design for a wide variety of state and federally funded projects across California. We are experts at complying with the requirements that come with federally funded projects, and have extensive experience working directly with all the Caltrans districts, including District 5. We routinely work with agencies across California to help them shepherd their projects through Caltrans Local Assistance, assisting them in acquiring E-76s for all types of projects—from small sidewalk projects to larger freeway-improvement projects that require Caltrans encroachment permits.

In addition, our Project Manager, John Pulliam, brings a long list of successfully constructed federally funded projects from his nine years of working at Contra Costa County Public Works Department. At the County, John supervised engineers and inspectors, overseeing the design and construction of roadway projects, including many with federal funding. John also assisted with acquiring many of the federal grants for those projects. His federally funded project experience at the County included the Safe Routes to School program, the Highway Safety Improvement Program (HSIP), the High Risk Rural Road (H3R) program, and the Local Highway Bridge Program (HBP).

Caltrans Local Assistance

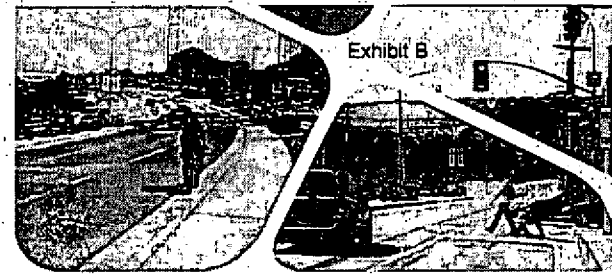
Our project team has extensive experience in completing projects that require close coordination with Caltrans, and we are extremely familiar with their Local Assistance Procedures Manual (LAPM) having worked on a variety of projects and funding sources, with Caltrans.

Our team has taken projects from initial grant application through final project close out with Caltrans Local Assistance. We know what forms are required at the various stages through Preliminary Engineering, Construction Authorization, and the requirements for project close out. Maintaining records and documentation from the contractor during construction is key to the project close-out and getting reimbursed by Caltrans. We can assist the City in identifying the necessary information that is required for reimbursement. We can process the paperwork through Caltrans and assist the City with any Federal documents related to this grant, in accordance with Caltrans Local Assistance Procedures or CTC requirements and we can assist with calculations to determine the construction DBE goals.



Design Services for the North Fremont Bike and Pedestrian Access and Safety Improvements Project

Federal Project No. ATPL-5026 (034)



Recent Caltrans Experience

Project Name	Agency	Federal Funding	Local Assistance Coordination	Caltrans R/W Coordination
Lake Merritt Improvement Project	City of Oakland	✓	✓	
Imjin Parkway Signal Design	City of Marina			✓
I-80 Integrated Corridor Mobility Project	ACTC / Caltrans			✓
SR-156 Toll Road Feasibility Study	TAMC	✓		✓
Bailey Road PSR/PSD	Contra Costa County			✓
Bailey Road/SR-4 Interchange PID	Contra Costa County			✓
Bay Avenue/Capitola Avenue RAB Feasibility	City of Capitola		✓	
Lakeside Green Streets Project	City of Oakland	✓	✓	
Byron Highway and Camino Diablo Intersection Improvements	Contra Costa County	✓	✓	
Monterey Bay Scenic Rail Trail Design	City of Capitola		✓	
Fresno Area Express (FAX) Bus Rapid Transit (BRT) Design	City of Fresno	✓		✓
North Fremont Street Transit, Bicycle, and Pedestrian Network Improvements	City of Fremont	✓	✓	✓
Hayward/SR-92 Reliever Route	City of Hayward			✓
Line 51 Corridor Delay Reduction and Sustainability Project	AC Transit			✓
Wilson Way Adaptive Traffic Control System	City of Stockton			✓

Additional Relative Experience

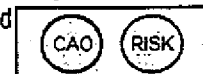
I-880/SR-92 Reliever Route, Hayward, CA

The I-880/State Route 92 Reliever Route project in the City of Hayward was one of 27 capital projects included in the Measure B Expenditure Plan, and was delivered by the City of Hayward in two phases with Phase 1 being the local street system modifications comprised of the West A Street Extension and the Whitesell Street Extension. Following our work on the Preliminary Engineering/Environmental Phase of this project, Kimley-Horn was selected to provide services for the final design and right-of-way portions of the first phase of the project. Kimley-Horn completed the design and construction of West A Street Extension, providing a connector road between Hesperian Boulevard and Golf Course Road. We recently designed the improvements to Whitesell Street, including approximately a half mile of roadway widening and a half mile of new roadway. The project included the analysis of existing storm, sewer, and water utilities. The design included development of new storm drain, sewer, and water utilities based on the analysis and value engineering to salvage sections of existing utilities, signal/intersection improvements at three auxiliary locations,

and freeway ramp widening/signal modifications at SR-92 and Eden Landing/Clawiter Road. The final design included major stormwater quality BMP design and supporting calculations, bioretention planters along edges of the road, railroad coordination, water/sewer plant improvements, hazardous materials investigation and mitigation, and Caltrans coordination.

I-80 Integrated Corridor Mobility (ICM) Project, Alameda/Contra Costa Counties, CA

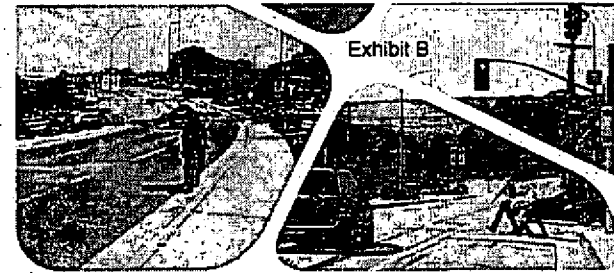
Kimley-Horn led the team, which prepared a corridor systems management plan, project report, environmental document, and plans, specifications, and estimates for the I-80 Integrated Corridor Mobility project. This project is a \$92 million systems management project for I-80 between the Bay Bridge and Carquinez Strait, involving 20 regional, state, local and transit agencies. In addition to improving traffic flow along the freeway, the ICM includes a number of improvements for transit: TSP on ramp meters and along San Pablo Avenue from Contra Costa College to Willow Avenue (and along major crossing arterials); a contraflow bus-only lane along Cutting Boulevard at the El Cerrito Del Norte BART station; and



Kimley-Horn

Design Services for the **North Fremont Bike and Pedestrian Access and Safety Improvements Project**

Federal Project No. ATPL-5086 (034)



of major intersections and the freeway. WestCat and AC Transit have access to video monitoring of TSP intersections. The embedded transit elements can be integrated into high-capacity transit alternatives in the corridor developed by WCCTAC's study.

Byron Highway and Camino Diablo Intersection Improvements, Contra Costa County, CA

The Contra Costa County Public Works Department proposes to improve the Byron Highway and Camino Diablo intersection by installing a traffic signal and by providing left-turn lanes at three legs of the intersection. Because of the intersection's close proximity to the existing Union Pacific Railroad (UPRR) tracks, the traffic signal design is being coordinated with the rail crossing improvements owned by UPRR. In addition, the project will require earthwork to accommodate additional roadway width and improve on the vertical alignment. Other project components include drainage improvements, utility relocations, pedestrian improvements, and tree removal.

Imjin Parkway Widening Feasibility Study, Marina, CA

Imjin Parkway is a major east-west arterial within the City of Marina that connects Pacific Coast Highway (SR-1) and Reservation Road, which heads to the Salinas Valley. Due to existing and future land uses, which include residential and business, the City of Marina retained Kimley-Horn to perform a feasibility study to widen Imjin Parkway from a two-lane to a four-lane facility with a median island/left-turn lane, dedicated bike lanes, sidewalks/trails, and a one-way bus corridor with transit signal priority. The project also includes three modern roundabouts and one traffic signal design. The project will incorporate the latest roundabout, clean water, and transit design elements.

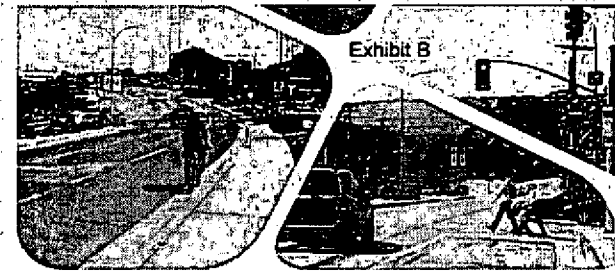
Dougherty Road Improvements and Final Design, Dublin, CA

Kimley-Horn performed preliminary engineering, environmental clearance, and final design services for the Dougherty Road project, consisting of multimodal improvements to a 1.9-mile-long stretch from Sierra Lane to the northern city limits. The project will widen existing undivided four-lane Dougherty Road to provide a six-lane divided roadway and Class II bicycle lanes along the north- and southbound directions, construct raised-landscaped median islands, include left-turn lane pockets at the road intersections, install a new signal at the Dougherty Road/

South Mariposa Drive, modify existing signals at the Dougherty Road/Amador Valley Boulevard and Dougherty Road/Willow Creek Drive intersections; upgrade street lighting, construct new landscaping, and enhance the pedestrian/bicycle path that exists along the east side of road. The purpose of these improvements is to address current and projected traffic congestion/traffic circulation issues, accommodate buses, pedestrian and bicycle movements from the Dublin/Pleasanton BART station to the Dougherty Road corridor. As part of widening the road from four to six lanes and adding class II bike lanes, a landscaped median is being designed for the center of the road. Our team developed proof-of-concept plans during 35% to treat and retain stormwater within the median.

Design Services for the North Fremont Bike and Pedestrian Access and Safety Improvements Project

Federal Project No. ATPL-5086 (03-4)



Section 3 Resumes of Key Personnel

As demonstrated on the organization chart and the resumes of our key team members, Kimley-Horn has assembled a team of educated, highly qualified individuals with extensive experience in the technical disciplines required to complete your project on time.

List of Subconsultants

Kimley-Horn has selected three subconsultant firms, including **two DBE firms**, to provide planning and design support and specialty services for the project. These subconsultants are technically talented, and have strong working relationships with the Kimley-Horn team. These firms, along with Kimley-Horn staff, have worked on dozens of projects in the City of Monterey and throughout Monterey County. This means there will be no learning curve because we know **"the Monterey Way"**. The City will receive quality services in a timely and cost effective fashion. Kimley-Horn will meet, or exceed the City's goal of 3% DBE participation for this project.

Surveying: Whitson Engineers is a land surveying firm founded in 1979. The firm has completed projects in the City of Monterey, Monterey County, San Benito County, Transportation Agency for Monterey County, Monterey Regional Waste Management District, Monterey Peninsula Unified School District as well as the Cities of Marina, Pacific Grove, Salinas, Santa Clara, Seaside, Santa Cruz, San Benito and Sand City. Their fully equipped survey crews use the latest technology, including Trimble global positioning systems (GPS) and total robotic stations to provide innovative solutions and increase productivity.

Drainage: WRECO (DBE) founded in 1995, provides specialty services in water resources including watersheds, streams, wetlands, estuaries, and coastal areas. WRECO has worked with numerous local cities and counties and has an in-depth understanding of the design and construction standards, as well as local county and city policies, procedures, and expectations.

Potholing and Utility Location: EXARO Technologies Corporation (DBE) specializes in potholing and underground utility locating from their offices in Burlingame and Fresno. Their utility locating services include record drawing acquisition, mark and locate utilities by electronic detection, ground penetrating radar, and potholing by air vacuum excavation.

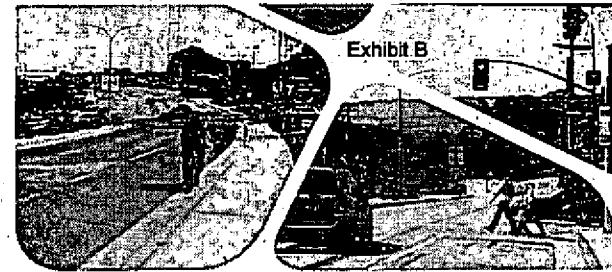
Real Property Services: Associated Right of Way Services, Inc. (AR/WS) provides real estate and right-of-way consulting for federal, state and locally funded public projects. Since 1989, AR/WS has successfully completed hundreds of projects with local public agencies, state and federal agencies, special districts, transportation authorities, and redevelopment agencies. AR/WS provides reliable real estate and right-of-way guidance from project planning through implementation.

Geotechnical Engineering: ENGEO has been a leader in geotechnical engineering for many years. The firm's geotechnical expertise includes projects such as bike and pedestrian improvements, road, rail and urban transit systems, landfill slopes and covers and underground storage facilities. ENGEO routinely collaborates with regulatory oversight agencies including, the Regional Water Quality Control Board, the Department of Toxics Substance Control, California Environmental Protection Agency, California Department of Water Resources, U.S. Department of Fish and Game and Caltrans.

AR/WS and ENGEO will be continuing their role under the current contract.

Design Services for the North Fremont Bike and Pedestrian Access and Safety Improvements Project

Federal Project No. ATPL-5086 (034)



Resumes



John Pulliam, P.E.

Project Manager, Primary Office – Pleasanton

John has more than 17 years of experience managing civil engineers and acting as project manager for the design and construction of roadway, transit, and flood control projects, including federally funded projects through Caltrans Local Assistance. John has worked on and managed a wide variety of municipal projects, including Complete Streets, BRT design, transit/bus stop improvements, road widenings, road diets, pedestrian and bike trails, pedestrian and vehicular bridges, detention basins and outfall structures, traffic signals, and utility undergrounding.

Professional Credentials

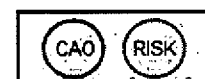
- Bachelor of Science, Civil Engineering (Environmental emphasis), University of Missouri, Columbia
- Bachelor of Arts, Biology, Drury University
- Professional Engineer in California

Relevant Experience

- Carolan Avenue Complete Streets Project Engineering Design Services, Burlingame, CA – *Project Manager*
- Byron Highway and Camino Diablo Intersection Improvements, Contra Costa County, CA – *Project Manager*
- Regional Transportation System Enhancements Project (RTSEP), San Rafael, CA – *Project Engineer*
- Capitol Expressway ITS Infrastructure and Sidewalks Project, Santa Clara County, CA – *Project Engineer*
- Dougherty Road Improvements (Sierra Lane to North City Limit), Dublin, CA – *Project Manager*
- Fresno Area Express (FAX), Fresno Bus Rapid Transit (BRT) Design – *Project Manager*

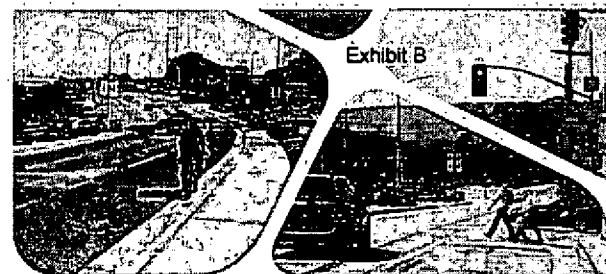
Individual Experience on Federally Funded Local Assistance Projects, Contra Costa County Public Works Department

- Marsh Creek Road Shoulder Widening – *Project Manager*
- Deer Valley Road Safety Improvements – *Project Manager*
- Deer Valley Road Shoulder Widening – *Project Manager*
- Byron Highway Shoulder Widening – *Project Manager*
- Camino Tassajara Shoulder Widening (South of Highland) – *Project Manager*
- Alhambra Valley Road Widening at Castro Ranch Road – *Project Manager*
- Alhambra Valley Shoulder Widening – *Project Manager*
- Market Street Sidewalk – *Project Manager*
- Montalvin Manor Pedestrian and Transit Access Improvements – *Project Manager*
- Pacheco Boulevard Sidewalk Gap Closure – *Project Manager*



Design Services for the North Fremont Bike and Pedestrian Access and Safety Improvements Project

Federal Project No. ATPL-5086 (03+)



Professional Credentials

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

Daniel Carley, P.E.

Project Engineer, Primary office - Pleasanton

Daniel is a professional engineer specializing in both municipal and state roadway design projects. He has been involved with many different types of projects, from planning to preliminary engineering to final PS&E for roadway modifications, BRT systems, roundabouts, and freeway interchanges. With these different types of projects, Daniel has been involved with developing design alternatives, estimates of probable cost, specifications, design exception fact sheets, and final construction plans. Daniel is also familiar with Caltrans Highway Design Manual, plan production standards, and the project development process.

Relevant Experience

- Hayward I-880/SR 92 Reliever Route, Hayward, CA – *Project Engineer*
- ACTC, I-80 Integrated Corridor Mobility (ICM) Project, Alameda/Contra Costa Counties, CA – *Project Engineer*
- North Fremont Street Transit, Bicycle and Pedestrian Network Improvements, Monterey, CA – *Project Engineer*
- Carolan Avenue Complete Streets Project Engineering Design Services, Burlingame, CA – *Project Engineer*
- Bailey Road PSR/PDS, Bailey Road/SR 4 Interchange PID, Contra Costa County, CA – *Project Engineer*
- Fresno Area Express (FAX), Fresno Bus Rapid Transit (BRT) Design – *Project Engineer*
- Dougherty Road Improvements and Final Design, Dublin, CA – *Project Engineer*



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

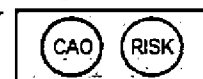
Frederik Venter, P.E.

Complete Streets, Primary office - Salinas and San Jose

Frederik has 24 years of experience as a transportation planner, civil engineer, and traffic engineer. He has been involved in several major transportation and traffic engineering studies 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 areas, as well as development impact studies. Frederik has managed transportation planning survey studies, including comprehensive origin/destination surveys and parking survey demand, mitigation proposal, pedestrian and bike facility planning, and civil engineering PS&E design. His experience also includes traffic calming projects, working with communities to implement traffic calming procedures, which included traffic calming system management and detail planning, micro-simulation, travel demand modeling, and pedestrian and bike facility planning. Kimley-Horn is currently designing the installation on interlm generators at Salinas Valley memorial Hospital where Frederik is managing the civil engineering design, conditional use permit, and building permit applications with the City of Salinas.

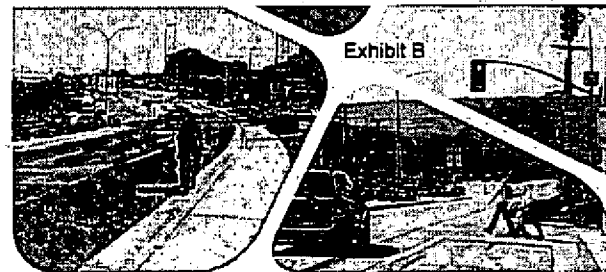
Relevant Experience

- Marina-Salinas Multi-Modal Corridor Plan, Monterey County, CA – *Project Engineer*
- Monterey-Salinas Transit, Fremont-Lighthouse BRT Design, Monterey, Salinas, Seaside, CA – *Project Manager*
- Community Visioning Implementation and Design, Sonoma, CA – *Project Manager*
- Imjin Parkway Feasibility Study (Widening), Marina, CA – *Project Manager*
- Transit and Multimodal Design, Monterey, CA – *Project Manager*



Design Services for the North Fremont Bike and Pedestrian Access and Safety Improvements Project

Federal Project No. ATPL-5086 (034)



Professional Credentials

- Master of Science, Transportation Engineering, University of California, Davis
- Bachelor of Science, Civil Engineering, Osmania University, India
- Professional Engineer in California

Prasanna Muthireddy, P.E.

Roadway and Civil Design, Primary Office - Pleasanton

Prasanna has 11 years of professional engineering design and management experience. She has led several critical and challenging transportation-related projects from the planning phase through design and construction. She has designed improvements for various county and city agencies including Contra Costa County, the City of Dublin, Santa Clara County, Alameda County Transportation Commission and the Contra Costa Transportation Authority. Her expertise includes the development of final plans, specifications, and estimates (PS&E) for multiple transportation improvement projects. She is also proficient in Plan Line Studies and providing preliminary engineering to support the preparation of environmental documents. For many of the projects that involved the preparation of PS&E packages, Prasanna also provided design services during construction.

Relevant Experience

- Capitol Expressway ITS Infrastructure and Sidewalks Project, Santa Clara County, CA – *Project Engineer*
- SR-4/Bailey Road Pedestrian and Bicycle Improvement Project, Contra Costa County, CA – *Deputy Project Manager*
- Dougherty Road Improvements, Dublin, CA – *Project Engineer*
- I-880 Operational and Safety Improvements at 29th Avenue and 23rd Avenue Overcrossings, ACTC, CA – *Project Engineer*
- SR-4 East Widening Project, Antioch, CA – *Project Engineer*



Professional Credentials

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

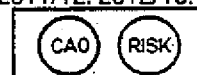
Brian E. Sowers, P.E.

Traffic Signal Modification, ITS and Signal Timing, Primary Office - Pleasanton

Brian 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 timing and coordination (over 3,000 signals), signal design (over 150 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). Brian has served as project manager for on-call services for various agencies including the cities of Concord, Antioch, Fremont, Pittsburg, Lafayette, San Ramon, and Watsonville, and for Santa Clara County and the Metropolitan Transportation Commission (MTC). He has managed a full range of project sizes from small intersection studies to large multi-agency analysis and design projects. Brian has a long track record of delivering quality and on-time services, resulting in providing a significant amount of repeat services to his clients.

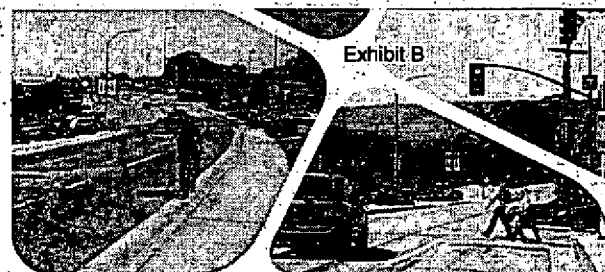
Relevant Experience

- Capitol Expressway ITS Infrastructure and Sidewalks Project (17 intersections), Santa Clara County, CA – *Project Manager*
- Imjin Parkway/SR-1 Traffic Signal, Interconnect, and Lighting Design, Marina, CA – *Project Manager*
- SR-129/Blackburn Street Intersection Improvements, Watsonville, CA – *Project Manager*
- MTC Program for Arterial System Synchronization (PASS) 2010, 2011/12, 2012/13, 2013/14 and 2014/15, Bay Area, CA – *Project Manager*



Design Services for the North Fremont Bike and Pedestrian Access and Safety Improvements Project

Federal Project No. ATPL-5086 (03+)



Professional Credentials

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

Kevin Aguigui, P.E., T.E., E.E., CSEP

Traffic Signal Modification/ITS/Signal Timing, Primary Office - Oakland

Kevin has over 20 year of experience in traffic and systems engineering with hands-on technical experience in ITS, ramp metering systems, adaptive control systems; and transit signal priority systems. His main focus is in the areas of ITS, transit ITS, security and surveillance systems, communications networks, traffic engineering and design, adaptive control systems and transit signal priority systems. He has prepared detailed traffic operations analyses and PS&E documents for traffic signal installations including complex traffic signals, at-grade heavy and light rail crossings (median and side-running trains), interchanges, and railroad preemption. He has also designed and implemented traffic signal communications with central control systems over all different types of communications media and technologies (e.g., fiber, copper and wireless). His experience with ITS systems has included advanced transportation controllers, CCTVs, VMS, detection systems, security and electrical systems, technology evaluations, and ITS strategic plans. Kevin was the systems design lead for the Monterey-Lighthouse BRT project for Monterey-Salinas Transit (MST) in the cities of Monterey and Seaside.

Relevant Experience

- Regional Transportation System Enhancements, San Rafael, CA – *Project Manager*
- Burlingame Avenue Streetscape, Burlingame, CA – *Project Manager*
- California Drive - Caltrain At-Grade Crossing Traffic Signal Improvements (Four Locations), Burlingame, CA – *Project Manager*
- Traffic Signal Controller and Cabinet Replacement for Broadway/California Drive/Carolán Ave Intersections, Burlingame, CA – *Project Manager*



Professional Credentials

- Bachelor of Science, Civil Engineering (Structural), California Polytechnic State University, San Luis Obispo
- Bachelor of Science, Transportation Engineering, California Polytechnic State University, San Luis Obispo
- Professional Engineer in California

Jack A. Boda, P.E.

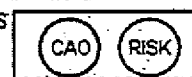
Caltrans Support, Primary Office - San Diego

Jack has more than 35 years of experience planning, designing, building, and maintaining transportation systems throughout California. Prior to joining Kimley-Horn, he served as the Director of Capital Projects and Mobility Management for SANDAG. His responsibilities with SANDAG included the implementation and management of the San Diego region's \$14 billion TransNet half-cent sales tax program for transportation as well as directing the region's Intelligent Transportation System (ITS) Network including the high-occupancy toll lanes (HOT) and traveler information systems (511), and the region's smart card integrating all transit fares into one back office. Jack has also worked for Caltrans, is a member of the State of California Seismic Advisory Board, and was an advisory member to the California Transportation Commission (CTC) for the Statewide Bond Program regarding the Corridor Management Investment Account.

Relevant Experience

- Bailey Road PSR/PDS, Bailey Road/SR 4 Interchange PID, Contra Costa County, CA – *Principal-in-Charge*
- East Bay Bus Rapid Transit, Program Management and Construction Management Support Services, Oakland, CA – *Advisor*
- Fresno Area Express (FAX), Fresno Bus Rapid Transit (BRT) Design, Fresno, CA – *Principal-in-Charge*
- I-680 Southbound Express Lanes (ACTC), Alameda County, CA – *Senior Advisor*
- ITS/511 Program Technical Advisor Services, Oakland, CA – *Senior Advisor*
- MTC, Regional Express Lane Network Electronic Toll Services Sys

Agreement #: Ag-5235 - Page 30 of 30A – *Principal-in-Charge*

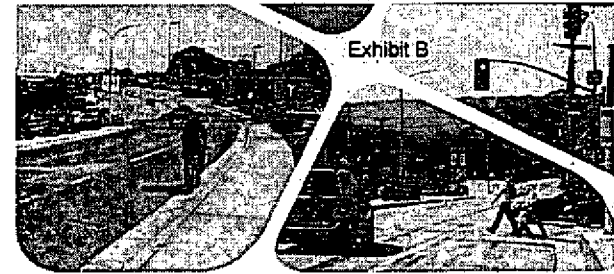


Kimley-Horn

City of Monterey

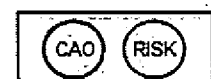
Design Services for the **North Fremont Bike and
Pedestrian Access and Safety Improvements Project**

Federal Project No. ATPL-5086 (034)



Section 4. Cost Proposal/Fees – Separate Sealed Envelope

Two copies in a separate sealed envelope.



Section 5 Requirements/Federal Forms

Exhibit B

EXHIBIT 10-I

Notice to Proposers DBE Information

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Contract of 3%

OR

The Agency has not established a goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract.

1. TERMS AS USED IN THIS DOCUMENT

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

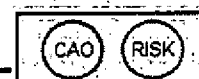
If there is a DBE goal on the contract, Exhibit 10-01 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-02 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).



- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
 - 1. Click on the link in the left menu titled Disadvantaged Business Enterprise;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on Access to the DBE Query Form located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

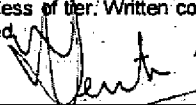
- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its c

purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: Federal Highway Administration 2. Contract DBE Goal: 3%
3. Project Description: Design Services for the North Fremont and Pedestrian Access and Safety Improvement Project
4. Project Location: City of Monterey- North Fremont Street from Casa Verde Way to State Route 218
5. Consultant's Name: Kimley-Horn and Associates, Inc. 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Potholing	35751	Exaro Technologies Corporation 1831 Bayshore Hwy Burlingame, CA 94010 Hector Dominguez (650) 777-4324	1%
Drainage	30066	WRECO 1243 Alpine Road, Suite 108 Walnut Creek, CA 94596 Han-Bin Liang (925) 941-0017	2%
Local Agency to Complete this Section			
17. Local Agency Contract Number: 18. Federal-Aid Project Number: 19. Proposed Contract Execution Date: Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		11. TOTAL CLAIMED DBE PARTICIPATION 3%	
20. Local Agency Representative's Signature 21. Date 22. Local Agency Representative's Name 23. Phone 24. Local Agency Representative's Title		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  12. Preparer's Signature 13. Date <u>Frederik J. Venter</u> 14. Preparer's Name <u>Associate</u> 15. Phone <u>669-800-4130</u> 16. Preparer's Title	

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



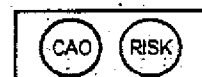
--NONE--

EXHIBIT Q

DISCLOSURE OF LOBBYING ACTIVITIES

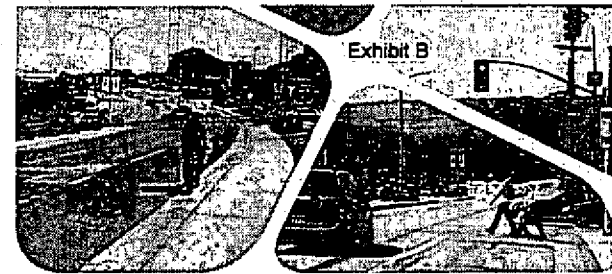
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material changes For Material Change Only: year _____ quarter _____ date of last report: _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department/Agency:			7. Federal Program Name/Description:		
			CFDA number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known:		
			\$ _____		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)			b. Individuals Performing Services (including address if different from No 10a) (last name, first name, MI):		
(attach Continuation Sheet(s) SF - LLL - A if necessary)					
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other specify: _____		
12. Forum of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify nature: _____ value: _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s) or Member(s) contracted for Payment indicated in Item, 11: (attach Continuation Sheet(s) SF-LLL-A if necessary)					
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
16. Information requested through this form is authorized by Code 31 U.S.C., Section 1362. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1362. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.			Signature: _____ Print name: <u>Frederik J. Venter</u> Title: <u>Associate</u> Telephone No: <u>669-800-4130</u> Date: <u>1/12/2016</u>		
Federal Use Only			Authorized for Local Reproduction Standard Form - LLL		



Design Services for the North Fremont Bike and Pedestrian Access and Safety Improvements Project

Federal Project No. ATPL-5086 (034)



Appendix

Additional Staff and Subconsultant Experience



Mike Hollingsworth, P.E.

QC/QA, Primary Office - Pleasanton

Mike has more than 40 years of project development, design, and management experience of road, bridge, and flood control projects. He worked for over 36 years at Contra Costa County Public Works Department. He spent his last 23 years with the County supervising technical staff in the design of over 350 road and flood control project PS&Es. Over 150 of these projects included pavement widening, frontage improvements, and/or traffic signals. All project plans and bid documents were prepared relying heavily on Caltrans guidelines and manuals with extensive use of their standard plans, standard specifications, and special provisions. Many projects were federally-funded requiring thorough knowledge of Caltrans Local Assistance Procedures Manual involving utility company coordination, environmental staff coordination, and right-of-way acquisition.

Relevant Experience

- Vasco Road Safety Improvements Project, Contra Costa County, CA - *Project Manager*
- San Francisco Bay Trail Project (Carquinez Scenic Drive), Contra Costa County, CA - *Project Manager*
- Martinez Intermodal Facilities Phase 3 Improvements, Martinez, CA - *Project Manager*
- Roadway Reconstruction Projects, Contra Costa County, CA - *QC/QA Manager*
- Kensington Road Improvement Assessment District, Contra Costa County, CA - *QC/QA Manager*
- Bailey Road Bridge Replacement, Contra Costa County, CA - *Project Director and QC/QA Engineer*
- Alhambra Valley Road Pedestrian Bridge, Martinez, CA - *Project Director and QC/QA Engineer*
- Iron Horse Trail Pedestrian Bridge Replacement, Pleasant Hill, CA - *Project Director and QC/QA Engineer*



Christa Redd

Environmental Support, Primary Office - Sacramento

Christa has over 17 years of experience providing environmental documentation for transportation projects involving local transportation agencies, Caltrans, and the Federal Highway Administration (FHWA), including previous work with the City of Monterey. Her work includes both CEQA and NEPA analysis for local arterials, bicycle and pedestrian facilities, highways, interchanges, and bridges. Christa provides local agencies with guidance through the Caltrans Local Assistance process and is well versed in the Local Assistance Procedures Manual, as well as the Caltrans SER for the most recent guidance on CEQA/NEPA projects. She is able to bridge the gap between the local, state, and federal agencies to provide efficient CEQA/NEPA approvals.

Relevant Experience

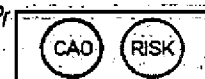
- SR-68 (Holman Highway) Improvement Project, Monterey, CA - *Assistant Project Manager*
- San Rafael RTSE, San Rafael, CA - *Environmental Project Manager*
- Proposed Belmont Bicycle Route and Overcrossing Project, and the Safe Routes to School Intersection Improvement Project, Belmont, CA - *Project Manager*
- Oak Ridge Drive Bridge Replacement IS/MND and CE Roseville, CA - *Environmental Project Manager*
- R Street Improvement Project, Sacramento, CA - *Environmental Project Manager*
- SR-62 Median Project, Yucca Valley, CA - *Environmental Planner*
- I-15/SR-79 Interchange Improvement Project, Temecula, CA - *Project Manager*

Professional Credentials

- Bachelor of Science, Civil Engineering, University of California, Davis
- Professional Engineer, California

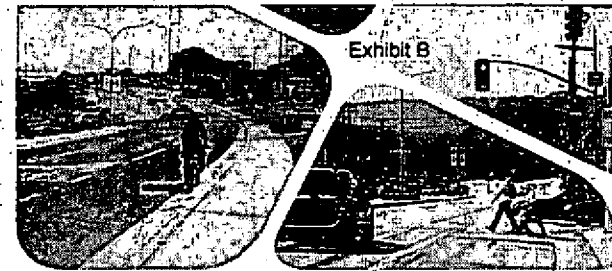
Professional Credentials

- Master of Science, Environmental and Natural Resource Sciences, University of Nevada, Reno
- Certificate, Land Use and Environmental Planning, University of California, Davis Extension
- Bachelor of Science, Environmental Science, Minor in Geosciences, Oregon State University



Design Services for the North Fremont Bike and Pedestrian Access and Safety Improvements Project

Federal Project No. ATPL-5086 (034)



Professional Credentials

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

Nikita Petrov, P.E.

Lighting Design, Primary Office - Pleasanton

Nikita has almost nine years of experience working on variety of transportation projects from Intelligent Transportation Systems (ITS) design to transportation studies and planning. His area of expertise is primarily signal and lighting design and signal timing. His experience with signal design and modification as well as interconnect design includes over 50 traffic signals throughout Bay Area and Northern California. He has worked on all types and sizes of projects in many jurisdictions, which were as small as one lighted crosswalk design to as large as 17 traffic signal modifications along an 11 mile stretch of expressway. He has also actively participated in various roadway design projects, signing and striping projects, pedestrian and bicycle studies, transit design and planning projects, freeway study and operations projects, and ITS design projects. He brings proficiency with Synchro, VISSIM, AutoCAD, along with strong working knowledge and practical experience with different signal controllers and communication technologies. He had signal timing experience with D4, Naztec, Traconex, C8, and BiTran software with over 15 agencies.

Relevant Experience

- Capitol Expressway ITS Infrastructure and Sidewalk Project, Santa Clara County, CA — *Project Engineer*
- Menlo Gateway Project, Menlo Park, CA — *T- Project Engineer*
- Golf Club Road and Old Quarry Road Improvements Project, Pleasant Hill, CA — *Project Engineer*
- Grayson Avenue and SR-29 Intersection Improvements and Signal Design, St. Helena, CA — *Project Engineer*
- Camino Pablo Improvements Project, Orinda, CA — *Project Engineer*
- Portrero Avenue Intersection Safety Improvements, El Cerrito, CA — *Project Engineer*

Kevin Tsoi, P.E., LSIT

Utility Coordination, Primary Office - Pleasanton



Professional Credentials

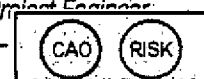
- Bachelor of Science, Civil and Environmental Engineering, University of California, Irvine
- Professional Engineer in California
- Land Surveyor-in-Training (LSIT)

Kevin has more than 12 years of experience managing roadway design, signal design, and land development projects. He has led a variety of projects from conceptual design through construction. Kevin specializes in projects with multidiscipline and agency coordination, including environmental, right-of-way, and storm water treatment support. He has managed complex projects of all types including concept, preliminary, and final designs of roadway corridors, bus stops, and complete street designs which include bulbouts, bus pads, bus stops, utility underground design and relocation/coordination, ADA compliance improvements, and hydromodification. In addition, Kevin has served as an extension of Santa Clara Valley Transportation Authority (VTA) staff providing multi-agency coordination support for the BART extension to San Jose project.

Relevant Experience

- Beach Area Roundabouts (Depot and Beach Roundabouts), Santa Cruz, CA — *Project Manager*
- Fresno Area Express (FAX), Fresno Bus Rapid Transit (BRT) Design, Fresno, CA — *Project Engineer*
- AC Transit - Line 51 Corridor Delay Reduction and Sustainability Project, Alameda/Berkeley/Oakland, CA — *Project Engineer*
- SVBX Station Campuses, Roadways, and Parking Facilities (D720 Design project), Santa Clara County, CA — *Project Engineer*
- Dougherty Road Improvements and Final Design, Dublin, CA — *Project Engineer*
- Design of Street Reconstruction Improvements, Pleasanton, CA — *Project Engineer*

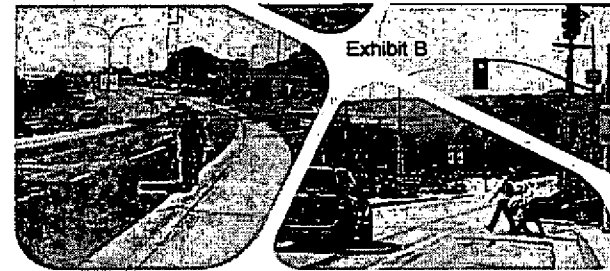
Agreement #: Ag-5235 - Page 104 of 130



Kimley-Horn

Design Services for the North Fremont Bike and Pedestrian Access and Safety Improvements Project

Federal Project No. ATPL-5086 (034)



Courtney Ferl, P.E.

Roadway and Civil Design, Primary Office - Pleasanton

Courtney has over five years of experience in roadway design, pedestrian improvements, Bus Rapid Transit projects, and traffic signal design for public and private agencies. Her extensive project experience includes concept, preliminary, and final designs of roadway improvement projects, ADA compliance improvements, and pedestrian and bike trails. Courtney is also proficient in a variety of software packages including AutoCAD, MicroStation, Geopak, and AGI32.

Professional Credentials

- Bachelor of Science, Civil Engineering, University of Florida
- Professional Engineer in California

Relevant Experience

- North Fremont Street Transit, Bicycle and Pedestrian Network Improvements, Monterey, CA – *Project Engineer*
- 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 — *Analyst*
- Bailey Road PSR/PDS, Bailey Road/SR 4 Interchange PID, Contra Costa County, CA – *Project Engineer*
- Dougherty Road Improvements (Sierra Lane to North City Limit) and Final Design, Dublin, CA – *Analyst*
- Fresno Area Express (FAX), Fresno Bus Rapid Transit (BRT) Design, Fresno, CA – *Project Engineer*



Pat Hart, PLA, LEED AP

Landscape Architecture and Urban Design, Primary Office – San Diego

Patrick has over 18 years of experience as an urban planner and landscape architect. Because of the firm's foundation in transportation and land development, Pat has been able to apply that knowledge base to creatively affect urban design solutions for projects ranging from public sector streetscapes to private sector urban redevelopment projects. Pat's California project experience ranges from BRT and LRT transit station and platform design to transit shelter and wayfinding design, urban redevelopment TODs, and complete streets projects.

Professional Credentials

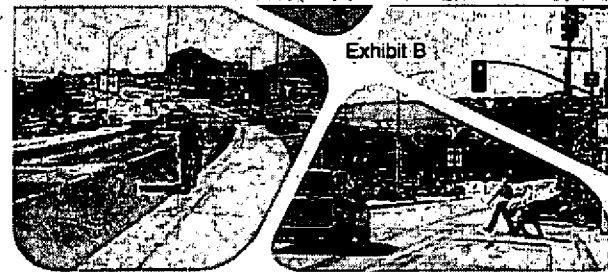
- Bachelor of Landscape Architecture, Texas A&M University
- Professional Landscape Architect in California
- Council of Landscape Architects Registration Board (CLARB)
- LEED AP (Leadership in Energy and Environmental Design)

Relevant Experience

- Downtown Salinas Vibrancy Plan, Salinas, CA – *Landscape Architect*
- Engineering for California Drive Roundabout Project, Burlingame, CA – *Landscape Architect*
- Feasibility Study Transit Maintenance Yard and Fueling Facility - TO #4, Napa County, CA – *Landscape Architect*
- Fresno Area Express (FAX), Fresno Bus Rapid Transit (BRT) Design, Fresno, CA – *Landscape Architect*
- I-215/Van Buren PA&ED and PS&E Phases, Riverside County, CA – *Landscape Architect*
- I-5/Genesee Avenue Interchange Improvements, San Diego, CA – *Landscape Architect*

Design Services for the North Fremont Bike and Pedestrian Access and Safety Improvements Project

Federal Project No. ATPL-5036 (034)



Claudia Estupinan, EIT

Roadway and Civil Design

Claudia is a transportation analyst with experience in transportation engineering and transit planning projects. She has contributed to transportation engineering projects including SR 76 Widening PS&E and Van Buren Boulevard/Interstate 215 Interchange. She has also contributed to transit projects such as South Bay Bus Rapid Transit, Broadway Bus Rapid Transit, and Downtown Master Plan in San Diego County, both in the design and the planning aspects.

Professional Credentials

- Bachelor of Science, Civil Engineering, University of California, Berkeley
- Engineer-in-Training, CA

Relevant Experience

- North Fremont Street Transit, Bicycle and Pedestrian Network Improvements, Monterey, CA – *Analyst*
- TransLink® (now Clipper) Consultant Assistance Program, Oakland, CA – *Analyst*
- South Bay Bus Rapid Transit (BRT) CEQA-EIR, San Diego, CA – *Analyst*
- South Bay Bus Rapid Transit – *Intersection Design Advancement Analyst*



Sean M. Hays, EIT

Roadway and Civil Design

Sean has more than two years of roadway experience including roadway design and traffic signal design. His experience includes pre-design, design, and construction administration. His project experience includes full design on Camino De Oeste /Los Reales Road Improvement, signal design on Hughes Access Road Realignment and signal enhancement on Valencia Road Reconstruction.

Professional Credentials

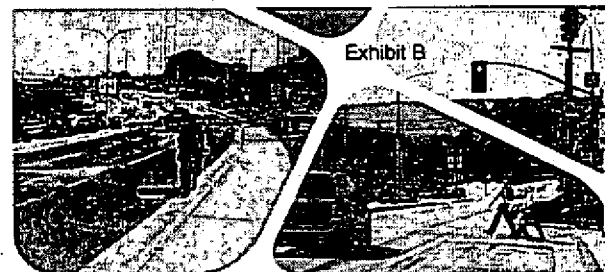
- Bachelor of Science, Civil Engineering, University of Arizona
- Engineer-in-Training (EIT)

Relevant Experience

- Bailey Road PSR/PDS, Bailey Road/SR-4 Interchange PID, Contra Costa County, CA – *Analyst*
- I-880 Express Lanes, Oakland, CA – *Analyst*
- Science Park Drive Intersection Improvements, Tucson, AZ – *Analyst*
- Camino Verde, Valencia Road to Brightwater Way, Tucson, AZ – *Analyst*

Design Services for the North Fremont Bike and Pedestrian Access and Safety Improvements Project

Federal Project No. ATPL-5086 (034)



Professional Credentials

- Bachelor of Science, Civil Engineering, Montana State University
- Registered Professional Engineer in California

Kevin Kimm, P.E.

Structural Design, Primary Office – Phoenix

Kevin has over 13 years of experience as an engineer and project manager in this field. His expertise in parking spans a wide range of projects, ranging from parking deck location studies, parking deck functional design and review to parking deck final structural design, including construction administration on multiple parking deck projects. His design experience includes structures of reinforced concrete, precast/pre-stressed concrete, cast-in-place post-tensioned concrete and structural steel. Kevin has worked with parking clients that include universities, healthcare facilities, municipalities, and private developers.

Relevant Experience

- Calaveras Sidewalk Improvements, Milpitas, CA – *Project Engineer*
- Pedestrian Overcrossing at Sylvan/Millbrook Avenues, Modesto, CA – *Project Engineer*
- 11th Avenue Improvements (part of the Downtown BRT Stations project), San Diego, CA – *Project Engineer*
- Advanced Transportation Management and Information and Security System (ATMIS), Port of Long Beach, CA – *Project Engineer*
- Agoura Road Widening Project (Complete Streets), Agoura Hills, CA – *Project Engineer*
- Broadway Plaza Expansion, Walnut Creek, CA – *Project Engineer*



Professional Credentials

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

Ryan Dole, P.E.

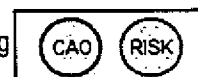
Lighting Design, Primary Office – Oakland

Ryan has more than 11 years of experience in ITS (for both freeways and arterials), traffic signals, and signal operations. His ITS and traffic signal systems experience includes the planning and design of interconnect/communications networks, adaptive traffic management systems, CCTVs, transit signal priority, traffic signals, ramp metering, vehicle detection systems. Ryan has extensive experience developing PS&E construction documents as well as preparing ITS technology evaluations and strategic plans.

Relevant Experience

- AC Transit - Line 51 Corridor Delay Reduction and Sustainability Project, Alameda/Berkeley/Oakland, CA – *Project Engineer*
- ACTC, I-80 Integrated Corridor Mobility (ICM) Project, Alameda/Contra Costa Counties, CA – *Analyst*
- City of Roseville, ITS Master Plan Update, Roseville, CA – *Project Engineer*
- Fremont Boulevard/Walnut Avenue Intersection Improvements Project, Fremont, CA – *Project Engineer*
- Folsom Intelligent Transportation Systems (ITS) Master Plan, Folsom, CA – *Project Engineer*
- Fresno Area Express (FAX), Fresno Bus Rapid Transit (BRT) Design, Fresno, CA – *Project Engineer*
- I-80/I-680/I-780 Corridors Highway Operations Implementation Study (Solano Operations Study), Solano County, CA – *Analyst and Assistant Engineer*
- I-880 Express Lanes, Oakland, CA – *Project Engineer*

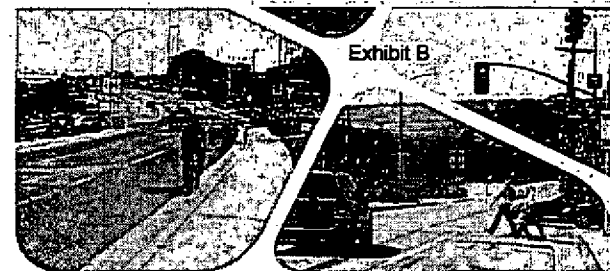
Agreement #: Ag-5235 - Page 107 of 130



Kimley»Horn

Design Services for the North Fremont Bike and Pedestrian Access and Safety Improvements Project

Federal Project No. ATPL-5086 (03-4)



Professional Credentials

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

Matthew Wages, P.E.

Traffic Signal Modification, ITS, and Signal Timing, Primary Office – Oakland

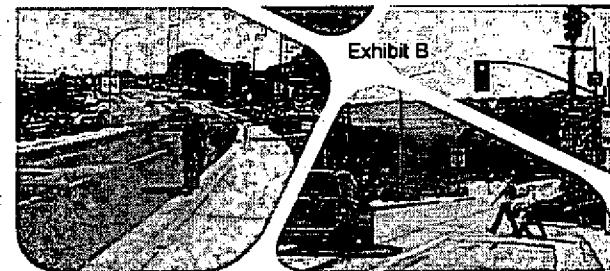
Matthew has more than nine years of experience in traffic signal design, signal timing, and roadway design projects. His signal timing experience includes data collection, development of Synchro models, and analyses of potential cycle lengths. Matt has worked on several design projects in which he was involved in data collection, creation of CADD plans, and signal and interconnect designs. Matt is proficient in the latest versions of AutoCAD, MicroStation, Synchro, and Highway Capacity Software.

Relevant Experience

- Capitol Expressway ITS Infrastructure and Sidewalk Project, Santa Clara County, CA – *Project Engineer*
- AC Transit - Line 51 Corridor Delay Reduction and Sustainability Project, Alameda/Berkeley/Oakland, CA – *Project Engineer*
- Fresno Area Express (FAX), Fresno Bus Rapid Transit (BRT) Design, Fresno, CA – *Analyst*
- AC Transit East Bay Bus Rapid Transit (BRT) (CEQA/NEPA portion), Alameda County, CA – *Analyst*
- E Street BRT aka sbX E. Street BRT Design-Build Project, San Bernardino County, CA – *Analyst*
- ACTC, I-80 Integrated Corridor Mobility (ICM) Project, Alameda/Contra Costa Counties, CA – *Analyst*

City of Monterey
**Design Services for the North Fremont Bike and
 Pedestrian Access and Safety Improvements Project**

Federal Project No. ATPL-5096 (03+)



Richard Weber, P.E. PLS (Whitson Engineers)

Surveying Services

Richard has over 20 years of experience in Land Surveying and Design Engineering for public agencies. His areas of expertise include site planning and design for infrastructure improvements, storm water management, Low Impact Development (LID), road, and highway design, Geographic Information Systems (GIS), and land surveying.

Professional Credentials

- Bachelor of Science, Civil Engineering, Santa Clara University, Santa Clara, California
- Professional Engineer in California
- Professional Land Surveyor in California



Relevant Experience

- City of Monterey – *On-Call Surveying and Engineering – Surveying services*
- City of Monterey – *State Route 68 Highway Widening – State Route 218 to Ragsdale Drive - Caltrans Encroachment Permit*
- Monterey County Redevelopment Agency – *Intergarrison Road Multi-Modal Corridor – Plan Line Study*
- Transportation Agency of Monterey County – *Carmel Hill and River Bike Trail Project –*
- Monterey County Public Works – *State Route 1 Highway Widening – Carmel Valley Road to Morse Drive*
- Monterey Salinas Transit – *Bus Maintenance & Operations Facility – land surveying, topographic and photogrammetric, boundary surveying, preliminary staking and utility pot-holing*
- City of Seaside – *Canyon Del Rey Blvd – State Route 218 Official Plan Line Mapping – Right-of-way research, legal descriptions and official plan line maps*
- City of Seaside – *2009 Traffic Signal Upgrades Citywide Project – Surveying services*



Jose Dominguez (EXARO)

Potholing and Utility Locating

Jose has over 22 years of experience in construction services, cathodic protection, utility locating and project design support. His construction experience includes Cathodic Protection, Underground Utility Locating by Electronic Detection, Ground Penetrating Radar, and Vacuum Excavation, GPS, Gas Leak Detection/Repairs, Water Leak Detection, CCTV Inspections, and Directional Drilling. His skills and experience include operations management, permitting, and estimating. Jose has worked and overseen large projects with the Peninsula Corridor Joint Power Board (PCJPB) Right-Away, Union Pacific Rail Road Right-Away, Bart Right-Away, NASA Ames Research Center and PG&E Plant Terminals, MMWD, CCCSD, JDH Corrosion.

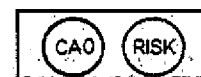
Professional Credentials

- San Francisco State University
- Electronic Detection - Operator Qualified per Title 1 Section 4216 Government Code
- Ground Penetrating Radar - Operator Qualified per Title 1 Section 4216 Government Code
- Qualified SVRT/RWP, JPB
- Federal OSHA'S CFR 1920.146 Permit Required Confined Space Regulations
- Hazardous and Toxic Waste Trained



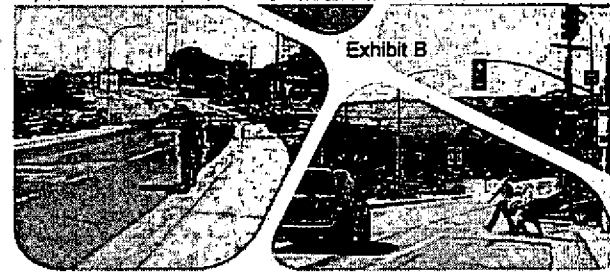
Relevant Experience

- Niles Canyon Rosewames Route-84, Bridge Footings - Caltrans, City of Fremont, CA – *Potholing and Utility Locating*
- Grade Separation Project, San Bruno CA – *Potholing on the Joint Powers Board (Caltrain) Right-of-Way*
- Bay Bridge Project - Caltrans, San Francisco/Oakland CA – *Potholing and Utility Locating*
- Lawrence Berkeley National Laboratory Storm Drain Project, Berkeley, CA – *Potholing and Utility Locating*
- PG&E Gas Leaks Repair Project - San Francisco, CA – *Potholing and Utility Locating*



Design Services for the North Fremont Bike and Pedestrian Access and Safety Improvements Project

Federal Project No: ATPL-5086 (034)



Professional Credentials

- Bachelor of Science, Civil Engineering, University of California, Davis
- Professional Civil Engineer in California
- Qualified SWPPP Developer and Practitioner (QSD/P)
- Qualified Construction General Permit QSD/P Trainer of Record
- HAZWOPER



WRECO

Analette Ochoa, P.E., QSD/P, ToR (WRECO)

Drainage Engineering, Primary office - Walnut Creek

Analette is an expert in the fields of stormwater management, water quality, and hydraulics with over 27 years of experience. She assisted Caltrans Headquarters, Office of Storm Water Management - Design, in their efforts to update the Caltrans Storm Water Quality Handbook: Project Planning and Design Guide (PPDG) and Storm Water Data Report (SWDR) Workshop Materials with new low impact development (LID) requirements. Analette assisted in the statewide training of Caltrans staff on LID. Prior to joining WRECO, she was the Caltrans District 4 Storm Water Coordinator. She was responsible for the overall management of the Storm Water Program for the District and managed the District's projects in compliance with the National Pollutant Discharge Elimination System (NPDES) Permit from the State Water Resources Control Board. She has also negotiated stormwater permit compliance with the Regional Water Quality Control Boards (RWQCB) for all District projects.

Relevant Experience

- Dougherty Road Widening Project – *hydrology, hydraulics, water quality, drainage design, erosion control, stormwater management, PS&E, and bid and construction phase support*
- Alamo Canal Bike Trail Project – *Hydrology, hydraulics, bank protection design, and flooding frequency analysis*
- Interstate 580/Fallon Road and Tassajara Road Interchange Projects – *Drainage design, stormwater management, construction support, and construction management*
- Alameda County Public Works Agency Biological and Broad Range Environmental Services Contract, Alameda County, CA

Kimley»Horn

CITY OF MONTEREY- NORTH FREMONT BIKE AND
PEDESTRIAN ACCESS AND SAFETY IMPROVEMENTS PROJECT
COST PROPOSAL
January 8, 2018

Item	Description	Professional Fee		Whelan Engineering		RECO (DRP)		P. KANG (DRP)		TOTAL
		Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	
1.0	PROJECT MANAGEMENT AND COORDINATION	862	\$ 124,021	\$ -	\$ -	1,841	\$ -	\$ -	\$ -	128,792
2.0	DATA GATHERING AND UTILITY COORDINATION	254	\$ 36,288	\$ 13,905	\$ -	2,942	\$ 38,643	\$ -	\$ -	91,806
3.0	PUBLIC OUTREACH AND RIGHT-OF-WAY SUPPORT	136	\$ 22,204	\$ -	\$ -	-	\$ -	-	\$ -	22,204
4.0	ANALYSIS AND REPORTS	163	\$ 32,000	\$ -	\$ -	34,624	\$ -	-	\$ -	66,624
5.0	FINAL DESIGN ENGINEERING	2,773	\$ 420,261	\$ -	\$ -	68,218	\$ -	-	\$ -	510,169
6.0	DESIGN SERVICES DURING CONSTRUCTION	307	\$ 66,230	\$ -	\$ -	-	\$ -	-	\$ -	66,230
OTHER DIRECT COSTS										
	Direct Expenses		\$ 24,000							24,000
TOTAL		4,225	\$ 714,900	\$ 13,905	\$ -	129,325	\$ 38,643	\$ -	\$ -	896,906



CITY OF MONTEREY - NORTH FRONT STREET TRAFFIC
SIGNAL AND FRONT STREET NORTH HOV LANE
COST #ND-036
JANUARY 4, 2016

Test	1994-95	1995-96	1996-97	1997-98	1998-99	1999-00	2000-01	2001-02	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38	2038-39	2039-40	2040-41	2041-42	2042-43	2043-44	2044-45	2045-46	2046-47	2047-48	2048-49	2049-50	2050-51	2051-52	2052-53	2053-54	2054-55	2055-56	2056-57	2057-58	2058-59	2059-60	2060-61	2061-62	2062-63	2063-64	2064-65	2065-66	2066-67	2067-68	2068-69	2069-70	2070-71	2071-72	2072-73	2073-74	2074-75	2075-76	2076-77	2077-78	2078-79	2079-80	2080-81	2081-82	2082-83	2083-84	2084-85	2085-86	2086-87	2087-88	2088-89	2089-90	2090-91	2091-92	2092-93	2093-94	2094-95	2095-96	2096-97	2097-98	2098-99	2099-00	2100-01	2101-02	2102-03	2103-04	2104-05	2105-06	2106-07	2107-08	2108-09	2109-10	2110-11	2111-12	2112-13	2113-14	2114-15	2115-16	2116-17	2117-18	2118-19	2119-20	2120-21	2121-22	2122-23	2123-24	2124-25	2125-26	2126-27	2127-28	2128-29	2129-30	2130-31	2131-32	2132-33	2133-34	2134-35	2135-36	2136-37	2137-38	2138-39	2139-40	2140-41	2141-42	2142-43	2143-44	2144-45	2145-46	2146-47	2147-48	2148-49	2149-50	2150-51	2151-52	2152-53	2153-54	2154-55	2155-56	2156-57	2157-58	2158-59	2159-60	2160-61	2161-62	2162-63	2163-64	2164-65	2165-66	2166-67	2167-68	2168-69	2169-70	2170-71	2171-72	2172-73	2173-74	2174-75	2175-76	2176-77	2177-78	2178-79	2179-80	2180-81	2181-82	2182-83	2183-84	2184-85	2185-86	2186-87	2187-88	2188-89	2189-90	2190-91	2191-92	2192-93	2193-94	2194-95	2195-96	2196-97	2197-98	2198-99	2199-00	2200-01	2201-02	2202-03	2203-04	2204-05	2205-06	2206-07	2207-08	2208-09	2209-10	2210-11	2211-12	2212-13	2213-14	2214-15	2215-16	2216-17	2217-18	2218-19	2219-20	2220-21	2221-22	2222-23	2223-24	2224-25	2225-26	2226-27	2227-28	2228-29	2229-30	2230-31	2231-32	2232-33	2233-34	2234-35	2235-36	2236-37	2237-38	2238-39	2239-40	2240-41	2241-42	2242-43	2243-44	2244-45	2245-46	2246-47	2247-48	2248-49	2249-50	2250-51	2251-52	2252-53	2253-54	2254-55	2255-56	2256-57	2257-58	2258-59	2259-60	2260-61	2261-62	2262-63	2263-64	2264-65	2265-66	2266-67	2267-68	2268-69	2269-70	2270-71	2271-72	2272-73	2273-74	2274-75	2275-76	2276-77	2277-78	2278-79	2279-80	2280-81	2281-82	2282-83	2283-84	2284-85	2285-86	2286-87	2287-88	2288-89	2289-90	2290-91	2291-92	2292-93	2293-94	2294-95	2295-96	2296-97	2297-98	2298-99	2299-00	2300-01	2301-02	2302-03	2303-04	2304-05	2305-06	2306-07	2307-08	2308-09	2309-10	2310-11	2311-12	2312-13	2313-14	2314-15	2315-16	2316-17	2317-18	2318-19	2319-20	2320-21	2321-22	2322-23	2323-24	2324-25	2325-26	2326-27	2327-28	2328-29	2329-30	2330-31	2331-32	2332-33	2333-34	2334-35	2335-36	2336-37	2337-38	2338-39	2339-40	2340-41	2341-42	2342-43	2343-44	2344-45	2345-46	2346-47	2347-48	2348-49	2349-50	2350-51	2351-52	2352-53	2353-54	2354-55	2355-56	2356-57	2357-58	2358-59	2359-60	2360-61	2361-62	2362-63	2363-64	2364-65	2365-66	2366-67	2367-68	2368-69	2369-70	2370-71	2371-72	2372-73	2373-74	2374-75	2375-76	2376-77	2377-78	2378-79	2379-80	2380-81	2381-82	2382-83	2383-84	2384-85	2385-86	2386-87	2387-88	2388-89	2389-90	2390-91	2391-92	2392-93	2393-94	2394-95	2395-96	2396-97	2397-98	2398-99	2399-00	2400-01	2401-02	2402-03	2403-04	2404-05	2405-06	2406-07	2407-08	2408-09	2409-10	2410-11	2411-12	2412-13	2413-14	2414-15	2415-16	2416-17	2417-18	2418-19	2419-20	2420-21	2421-22	2422-23	2423-24	2424-25	2425-26	2426-27	2427-28	2428-29	2429-30	2430-31	2431-32	2432-33	2433-34	2434-35	2435-36	2436-37	2437-38	2438-39	2439-40	2440-41	2441-42	2442-43	2443-44	2444-45	2445-46	2446-47	2447-48	2448-49	2449-50	2450-51	2451-52	2452-53	2453-54	2454-55	2455-56	2456-57	2457-58	2458-59	2459-60	2460-61	2461-62	2462-63	2463-64	2464-65	2465-66	2466-67	2467-68	2468-69	2469-70	2470-71	2471-72	2472-73	2473-74	2474-75	2475-76	2476-77	2477-78	2478-79	2479-80	2480-81	2481-82	2482-83	2483-84	2484-85	2485-86	2486-87	2487-88	2488-89	2489-90	2490-91	2491-92	2492-93	2493-94	2494-95	2495-96	2496-97	2497-98	2498-99	2499-00	2500-01	2501-02	2502-03	2503-04	2504-05	2505-06	2506-07	2507-08	2508-09	2509-10	2510-11	2511-12	2512-13	2513-14	2514-15	2515-16	2516-17	2517-18	2518-19	2519-20	2520-21	2521-22	2522-23	2523-24	2524-25	2525-26	2526-27	2527-28	2528-29	2529-30	2530-31	2531-32	2532-33	2533-34	2534-35	2535-36	2536-37	2537-38	2538-39	2539-40	2540-41	2541-42	2542-43	2543-44	2544-45	2545-46	2546-47	2547-48	2548-49	2549-50	2550-51	2551-52	2552-53	2553-54	2554-55	2555-56	2556-57	2557-58	2558-59	2559-60	2560-61	2561-62	2562-63	2563-64	2564-65	2565-66	2566-67	2567-68	2568-69	2569-70	2570-71	2571-72	2572-73	2573-74	2574-75	2575-76	2576-77	2577-78	2578-79	2579-80	2580-81	2581-82	2582-83	2583-84	2584-85	2585-86	2586-87	2587-88	2588-89	2589-90	2590-91	2591-92	2592-93	2593-94	2594-95	2595-96	2596-97	2597-98	2598-99	2599-00	2600-01	2601-02	2602-03	2603-04	2604-05	2605-06	2606-07	2607-08	2608-09	2609-10	2610-11	2611-12	2612-13	2613-14	2614-15	2615-16	2616-17	2617-18	2618-19	2619-20	2620-21	2621-22	2622-23	2623-24	2624-25	2625-26	2626-27	2627-28	2628-29	2629-30	2630-31	2631-32	2632-33	2633-34	2634-35	2635-36	2636-37	2637-38	2638-39	2639-40	2640-41	2641-42	2642-43	2643-44	2644-45	2645-46	2646-47	2647-48	2648-49	2649-50	2650-51	2651-52	2652-53	2653-54	2654-55	2655-56	2656-57	2657-58	2658-59	2659-60	2660-61	2661-62	2662-63	2663-64	2664-65	2665-66	2666-67	2667-68	2668-69	2669-70	2670-71	2671-72	2672-73	2673-74	2674-75	2675-76	2676-77	2677-78	2678-79	2679-80	2680-81	2681-82	2682-83	2683-84	2684-85	2685-86	2686-87	2687-88	2688-89	2689-90	2690-91	2691-92	2692-93	2693-94	2694-95	2695-96	2696-97	2697-98	2698-99	2699-00	2700-01	2701-02	2702-03	2703-04	2704-05	2705-06	2706-07	2707-08	2708-09	2709-10	2710-11	2711-12	2712-13	2713-14	2714-15	2715-16	2716-17	2717-18	2718-19	2719-20	2720-21	2721-22	2722-23	2723-24	2724-25	2725-26	2726-27	2727-28	2728-29	2729-30	2730-31	2731-32	2732-33	2733-34	2734-35	2735-36	2736-37	2737-38	2738-39	2739-40	2740-41	2741-42	2742-43	2743-44	2744-45	2745-46	2746-47	2747-48	2748-49	2749-50	2750-51	2751-52	2752-53	2753-54	2754-55	2755-56	2756-57	2757-58	2758-59	2759-60	2760-61	2761-62	2762-63	2763-64	2764-65	2765-66	2766-67	2767-68	2768-69	2769-70	2770-71	2771-72	2772-73	2773-74	2774-75	2775-76	2776-77	2777-78	2778-79	2779-80	2780-81	2781-82	2782-83	2783-84	2784-85	2785-86	2786-87	2787-88	2788-89	2789-90	2790-91	2791-92	2792-93	2793-94	2794-95	2795-96	2796-97	2797-98	2798-99	2799-00	2800-01	2801-02	2802-03	2803-04	2804-05	2805-06	2806-07	2807-08	2808-09	2809-10	2810-11	2811-12	2812-13	2813-14	2814-15	2815-16	2816-17	2817-18	2818-19	2819-20	2820-21	2821-22	2822-23	2823-24	2824-25	2825-26	2826-27	2827-28	2828-29	2829-30	2830-31	2831-32	2832-33	2833-34	2834-35	2835-36	2836-37	2837-38	2838-39	2839-40	2840-41	2841-42	2842-43	2843-44	2844-45	2845-46	2846-47	2847-48	2848-49	2849-50	2850-51	2851-52	2852-53	2853-54	2854-55	2855-56	2856-57	2857-58	2858-59	2859-60	2860-61	2861-62	2862-63	2863-64	2864-65	2865-66	2866-67	2867-68	2868-69	2869-70	2870-71	2871-72	2872-73	2873-74	2874-75	2875-76	2876-77	2877-78	2878-79	2879-80	2880-81	2881-82	2882-83	2883-84	2884-85	2885-86	2886-87	2887-88	2888-89	2889-90	2890-91	2891-92	2892-93	2893-94	2894-95	2895-96	2896-97	2897-98	2898-99	2899-00	2900-01	2901-02	2902-03	2903-04	2904-05	2905-06	2906-07	2907-08	2908-09	2909-10	2910-11	2911-12	2912-13	2913-14	2914-15	2915-16	2916-17	2917-18	2918-19	2919-20	2920-21	2921-22	2922-23	2923-24	2924-25	2925-26	2926-27	2927-28	2928-29	2929-30	2930-31	2931-32	2932-33	2933-34	2934-35	2935-36	2936-37	2937-38	2938-39	2939-40	2940-41	2941-42	2942-43	2943-44	2944-45	2945-46	2946-47	2947-48	2948-49	2949-50	2950-51	2951-52	2952-53	2953-54	2954-55	2955-56	2956-57	2957-58	2958-59	2959-60	2960-61	2961-62	2962-63	2963-64	2964-65	2965-66	2966-67	2967-68	2968-69	2969-70	2970-71	2971-72	2972-73	2973-74	2974-75	2975-76	2976-77	2977-78	2978-79	2979-80	2980-81	2981-82	2982-83	2983-84	2984-85	2985-86	2986-87	2987-88	2988-89	2989-90	2990-91	2991-92	2992-93	2993-94	2994-95	2995-96	2996-97	2997-98	2998-99	2999-00	3000-01	3001-02	3002-03	3003-04	3004-05	3005-06	3006-07	3007-08	3008-09	3009-10	3010-11	3011-12	3012-13	3013-14	3014-15	3015-16	3016-17	3017-18	3018-19	3019-20	3020-21	3021-22	3022-23	3023-24	3024-25	
------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	---------	--



Local Assistance Procedures Manual

EXHIBIT 10-H
Cost Proposal

Exhibit 10-H Cost Proposal
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts
 (Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

Consultant Kimley-Horn and Associates, Inc. Contract No. _____ Date 1/11/2016**DIRECT LABOR**

Classification/Title	Name	Hours	Hourly Rate	Total
Project Manager	John Pulliam	484	\$70.20	\$ 33,976.80
QA/QC Manager		93	\$93.46	\$ 8,691.78
Sr. Professional II		366	\$83.42	\$ 30,531.72
Sr. Professional I		54	\$62.74	\$ 3,387.96
Professional II		298	\$57.80	\$ 17,224.40
Professional I		1556	\$47.44	\$ 73,816.64
Analyst II		996	\$35.25	\$ 35,109.00
Project Support		152	\$37.26	\$ 5,663.52
Admin. Support		226	\$27.17	\$ 6,140.42

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 214,542.24
 b) Anticipated Salary Increases \$ - (see Esc Calculation attached)
 c) Total Direct Labor Costs [(a) + (b)] \$ 214,542.24

FRINGE BENEFITS

d) Fringe Benefits Rate: 38.63% e) Total Fringe Benefits [(c) x (d)] \$ 82,877.67

INDIRECT COSTS

f) FCCM Rate: 0.66% g) Overhead [(c) x (f)] \$1,415.98
 h) General and Administrative Rate: 153.53% i) Gen & Admin [(c) x (h)] \$329,386.70
 j) Total Indirect Costs [(g) + (i)] \$ 330,802.68

FEE (Profit)

q) Rate: 10.00% k) TOTAL FIXED PROFIT [(c) + (e) + (j)] x (q) \$ 62,680.66

OTHER DIRECT COSTS (ODC)

l) Travel/Mileage Costs (supported by consultant actual costs) \$ 6,000.00
 m) Equipment Rental and Supplies (itemize) \$ -
 n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc. \$ 18,000.00
 o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant) \$ 181,902.70
 p) Total Other Direct Costs [(l) + (m) + (n) + (o)] \$ 205,902.70

TOTAL COST [(c) + (e) + (j) + (k) + (p)] \$ 896,805.94

OTHER DIRECT COSTS (ODC) ITEMIZATIONTravel/Mileage Costs

Mileage, Hotel, Per Diem	Cost
	\$ 6,000.00
Total	\$ 6,000.00

Permit Fees, Plan Sheets, Test Holes, Etc.

Traffic Counts	\$ 14,000.00
Outside Printing and Reproduction (Plans/Meeting Materials)	\$ 4,000.00
Total	\$ 18,000.00

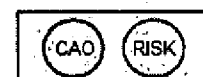


EXHIBIT 10-H
Cost Proposal**Exhibit 10-H Cost Proposal**
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts
(Design, Engineering and Environmental Studies)Consultant EXARO Technologies Corporation Contract No. _____ Date 1/11/2016**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Foreman	TBD	76	\$51.74	\$ 3,932.24
Technician	TBD	72	\$49.74	\$ 3,581.28
Project Coordinator	Mario Lopez	8	\$34.62	\$ 276.96
Estimator	Arthur Servin	4	\$19.16	\$ 76.64
Admin Assistant	Reu Parco	2	\$15.30	\$ 30.60

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 7,897.72
 b) Anticipated Salary Increases \$ 120.24 (see Esc. Calculation attached)
 c) Total Direct Labor Costs [(a) + (b)] \$ 8,017.96

FRINGE BENEFITS

d) Fringe Benefits Rate: 0.00% e) Total Fringe Benefits [(c) x (d)] \$ -

INDIRECT COSTS

f) Overhead Rate: 0.00% g) Overhead [(c) x (f)] \$0.00
 h) General and Administrative Rate: 199.00% i) Gen & Admin [(c) x (h)] \$15,955.74
 j) Total Indirect Costs [(g) + (i)] \$ 15,955.74

FEE (Profit)

q) Rate: 10.00% k) TOTAL FIXED PROFIT [(c) + (e) + (j)] x (q) \$ 2,397.37

OTHER DIRECT COSTS (ODC)

l) Travel/Mileage Costs (supported by consultant actual costs) \$ 1,720.00
 m) Equipment Rental and Supplies (itemize) \$ 10,552.00
 n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc. \$ -
 o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant) \$ -
 p) Total Other Direct Costs [(l) + (m) + (n) + (o)] \$ 12,272.00

TOTAL COST [(c) + (e) + (j) + (k) + (p)] \$ 38,643.07

OTHER DIRECT COSTS (ODC) ITEMIZATION**Travel/Mileage Costs**

	Cost
Mobilization	\$ 600.00
Subsistence	\$ 1,120.00
Total	\$ 1,720.00

Equipment Rental and Supplies

Vacuum Excavation Truck	\$ 6,120.00
Dump Truck	\$ 2,340.00
Pickup Truck	\$ 100.00
Class II aggregate	\$ 1,050.00
Cold permanent patch/concrete ready mix	\$ 630.00
Disposal	\$ 105.00
Other supplies	\$ 207.00
Total	\$ 10,552.00

Permit Fees, Plan Sheets, Test Holes, Etc.

Permit fees not included*	Not included
Total	\$ -

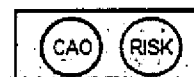


Exhibit 10-H Cost Proposal
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts
 (Calculations for Anticipated Salary Increases)

Consultant EXARO Technologies Corporation Contract No. _____ Date 1/11/2016

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$ 8,017.96 /	162	= \$49.49	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation		
Year 1	\$49.49	+	3%	=	\$50.98 Year 2 Avg Hourly Rate
Year 2	\$50.98	+	3%	=	\$52.51 Year 3 Avg Hourly Rate
Year 3	\$52.51	+	3%	=	\$54.08 Year 4 Avg Hourly Rate
Year 4	\$54.08	+	3%	=	\$55.71 Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	50.00%	*	162	=	81	Estimated Hours Year 1
Year 2	50.00%	*	162	=	81	Estimated Hours Year 2
Year 3	0.00%	*	162	=	0	Estimated Hours Year 3
Year 4	0.00%	*	162	=	0	Estimated Hours Year 4
Year 5	0.00%	*	162	=	0	Estimated Hours Year 5
Total	100%		Total	=	162	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Year	
Year 1	\$49.49	*	81	=	\$4,008.98	Estimated Hours Year 1
Year 2	\$50.98	*	81	=	\$4,129.25	Estimated Hours Year 2
Year 3	\$52.51	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$54.08	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$55.71	*	0	=	\$0.00	Estimated Hours Year 5

Total Direct Labor Cost with Escalation = \$8,138.23

Direct Labor Subtotal before escalation = \$8,017.96

Estimated total of Direct Labor Salary Increase = \$120.27 Transfer to Page 1

Local Assistance Procedures Manual

EXHIBIT 10-H
Cost ProposalExhibit 10-H Cost Proposal
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts
(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

Consultant Whitson Engineers Contract No. _____ Date 1/8/2016**DIRECT LABOR**

Billing Table T-35

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principle /CFO	Richard Weber	2	\$210.00	\$ 420.00
Senior Civil Engineer	Andrew Hunter		\$175.00	\$ -
Civil Engineer	Nathaniel Milan		\$155.00	\$ -
Civil Engineer	Carrie Wright		\$155.00	\$ -
Civil Engineer	Katherine Lee		\$155.00	\$ -
Associate Civil Engineer	Kacey Held		\$135.00	\$ -
Associate Civil Engineer	John Corrigan		\$135.00	\$ -
Assistant Engineer	Lars anderson		\$115.00	\$ -
Land Surveyor *	Thomas Hannah	5	\$155.00	\$ 775.00
Land Surveyor *	Charles Pugh		\$155.00	\$ -
Senior Associate Surveyor	Stephen Tjerrild		\$150.00	\$ -
Assistant Surveyor	Brian Hendon	36	\$115.00	\$ 4,140.00
Assistant Surveyor*	Austin Snyder		\$115.00	\$ -
Assistant Surveyor*	Edward Pietsch		\$115.00	\$ -
Survey Technician*	Mucho Pefok		\$105.00	\$ -
Survey Technician*	Cody Jones		\$105.00	\$ -
Field Survey Crew/1P*	Prevailing Wage*		\$170.00	\$ -
Field Survey Crew/2P*	Prevailing Wage*	32	\$260.00	\$ 8,320.00

LABOR COSTS

- a) Subtotal Direct Labor Costs
b) Anticipated Salary Increases

\$ 13,655.00

\$ - (see Escalation Calculation attached)

c) Total Direct Labor Costs [(a) + (b)] \$ 13,655.00

FRINGE BENEFITS

- d) Fringe Benefits

Rate: 0%

e) Total Fringe Benefits [(c) x (d)] \$ -

INDIRECT COSTS

- f) Overhead

Rate: 0.00%

g) Overhead [(c) x (f)] \$0.00

- h) General and Administrative

Rate: 2.05%

i) Gen & Admin [(c) x (h)] \$280.00

j) Total Indirect Costs [(g) + (i)] \$ 280.00

FEE (Profit)

- q) Rate: 0.00%

k) TOTAL FIXED PROFIT [(c) + (e) + (j)] x (q) \$ -

OTHER DIRECT COSTS (ODC)

- l) Travel/Mileage Costs (supported by consultant actual costs)

\$ -

- m) Equipment Rental and Supplies (itemize)

\$ -

- n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.

\$ -

- o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)

\$ -

p) Total Other Direct Costs [(l) + (m) + (n) + (o)] \$ -

TOTAL COST [(c) + (e) + (j) + (k) + (p)] \$ 13,935.00

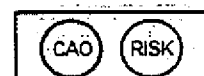


EXHIBIT 10-H
Cost ProposalExhibit 10-H Cost Proposal
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts
(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

Consultant WRECO Contract No. N. Fremont Bike & Ped Date 1/11/2016**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal Engineer	Han-Bin Liang	15	\$91.68	\$ 1,375.20
Supervising Engineer	Analette Ochoa	96	\$75.79	\$ 7,275.84
Senior Engineer	TBD	206	\$63.60	\$ 13,101.60
Associate Engineer	TBD	397	\$39.28	\$ 15,594.16
Staff Engineer	TBD	258	\$28.85	\$ 7,443.30
Senior Technician	TBD	151	\$28.56	\$ 4,312.56
Clerical/Tech Editor	TBD	15	\$24.17	\$ 362.55
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 49,465.21

b) Anticipated Salary Increases

\$ - (see Esc. Calculation attached)

c) Total Direct Labor Costs [(a) + (b)] \$ 49,465.21

FRINGE BENEFITSd) Fringe Benefits Rate: 71.72%

e) Total Fringe Benefits [(c) x (d)] \$ 35,476.45

INDIRECT COSTSf) Overhead Rate: 26.53%

g) Overhead [(c) x (f)] \$13,123.12

h) General and Administrative Rate: 37.59%

i) Gen & Admin [(c) x (h)] \$18,593.97

j) Total Indirect Costs [(g) + (i)] \$ 31,717.09

FEE (Profit)k) Rate: 10.00%

k) TOTAL FIXED PROFIT [(c) + (e) + (j)] x (k) \$ 11,665.88

OTHER DIRECT COSTS (ODC)

l) Travel/Mileage Costs (supported by consultant actual costs)

\$ 400.00

m) Equipment Rental and Supplies (itemize)

\$ -

n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.

\$ 600.00

o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)

\$ -

p) Total Other Direct Costs [(l) + (m) + (n) + (o)] \$ 1,000.00

TOTAL COST [(c) + (e) + (j) + (k) + (p)] \$ 129,324.63

OTHER DIRECT COSTS (ODC) ITEMIZATIONTravel/Mileage Costs

3 site visits/meeting @ 210 mile/trip	\$ 400.00
Total	\$ 400.00

Permit Fees, Plan Sheets, Test Holes, Etc.

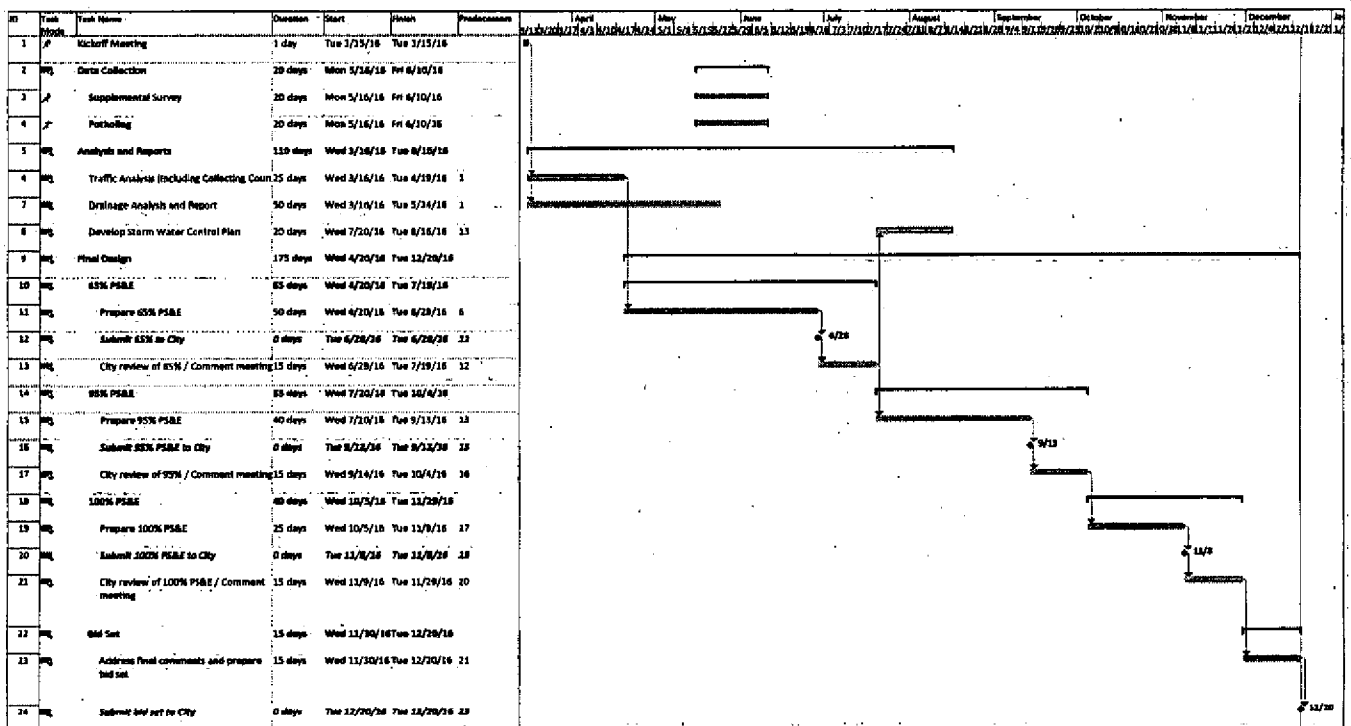
Reproduction of plans and reports	\$ 850.00
Total	\$ 850.00



City of Monterey
Design Services for the North Fremont Bike and
Pedestrian Access and Safety Improvements Project
Contract #16-001-0001



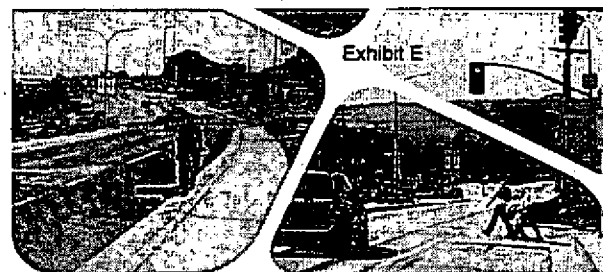
Project Schedule



Project: North Fremont Start: 3/25/16	Task: <input type="checkbox"/> Kickoff Meeting	Project Summary: <input type="checkbox"/> External Tests	Inactive Milestone: <input type="checkbox"/> Inactive Summary	Manual Summary Rollup: <input type="checkbox"/> Manual Summary	Deadline: <input type="checkbox"/> Progress
	Milestone: <input type="checkbox"/> Summary	External Milestone: <input type="checkbox"/> Inactive Task	Manual Task: <input type="checkbox"/> Duration-only	Start-only: <input type="checkbox"/> Finish-only	Manual Progress: <input type="checkbox"/>

City of Monterey
**Design Services for the North Fremont Bike and
 Pedestrian Access and Safety Improvements Project**

Federal Project No. ATPL-5086 (034)



Appendix

Additional Staff and Subconsultant Experience



Mike Hollingsworth, P.E.

QC/QA, Primary Office – Pleasanton

Mike has more than 40 years of project development, design, and management experience of road, bridge, and flood control projects. He worked for over 36 years at Contra Costa County Public Works Department. He spent his last 23 years with the County supervising technical staff in the design of over 350 road and flood control project PS&Es. Over 150 of these projects included pavement widening, frontage improvements, and/or traffic signals. All project plans and bid documents were prepared relying heavily on Caltrans guidelines and manuals with extensive use of their standard plans, standard specifications, and special provisions. Many projects were federally-funded requiring thorough knowledge of Caltrans Local Assistance Procedures Manual involving utility company coordination, environmental staff coordination, and right-of-way acquisition.

Relevant Experience

- Vasco Road Safety Improvements Project, Contra Costa County, CA – *Project Manager*
- San Francisco Bay Trail Project (Carquinez Scenic Drive), Contra Costa County, CA – *Project Manager*
- Martinez Intermodal Facilities Phase 3 Improvements, Martinez, CA – *Project Manager*
- Roadway Reconstruction Projects, Contra Costa County, CA – *QC/QA Manager*
- Kensington Road Improvement Assessment District, Contra Costa County, CA – *QC/QA Manager*
- Bailey Road Bridge Replacement, Contra Costa County, CA – *Project Director and QC/QA Engineer*
- Alhambra Valley Road Pedestrian Bridge, Martinez, CA – *Project Director and QC/QA Engineer*
- Iron Horse Trail Pedestrian Bridge Replacement, Pleasant Hill, CA – *Project Director and QC/QA Engineer*

Professional Credentials

- Bachelor of Science, Civil Engineering, University of California, Davis
- Professional Engineer, California



Christa Redd

Environmental Support, Primary Office - Sacramento

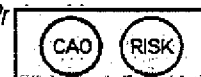
Christa has over 17 years of experience providing environmental documentation for transportation projects involving local transportation agencies, Caltrans, and the Federal Highway Administration (FHWA), including previous work with the City of Monterey. Her work includes both CEQA and NEPA analysis for local arterials, bicycle and pedestrian facilities, highways, interchanges, and bridges. Christa provides local agencies with guidance through the Caltrans Local Assistance process and is well versed in the Local Assistance Procedures Manual, as well as the Caltrans SER for the most recent guidance on CEQA/NEPA projects. She is able to bridge the gap between the local, state, and federal agencies to provide efficient CEQA/NEPA approvals.

Relevant Experience

- SR-68 (Holman Highway) Improvement Project, Monterey, CA – *Assistant Project Manager*
- San Rafael RTSE, San Rafael, CA – *Environmental Project Manager*
- Proposed Belmont Bicycle Route and Overcrossing Project, and the Safe Routes to School Intersection Improvement Project, Belmont, CA – *Project Manager*
- Oak Ridge Drive Bridge Replacement IS/MND and CE Roseville, CA – *Environmental Project Manager*
- R Street Improvement Project, Sacramento, CA – *Environmental Project Manager*
- SR-62 Median Project, Yucca Valley, CA – *Environmental Planner*
- I-15/SR-79 Interchange Improvement Project, Temecula, CA – *Pr*

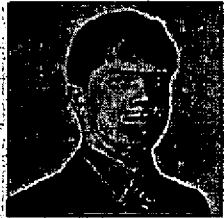
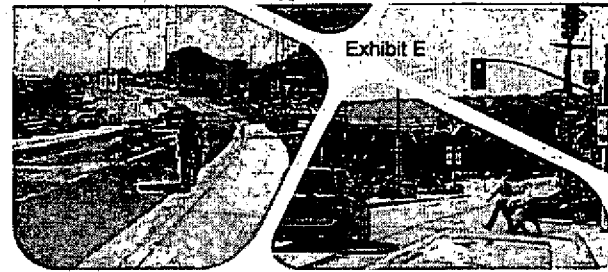
Professional Credentials

- Master of Science, Environmental and Natural Resource Sciences, University of Nevada, Reno
- Certificate, Land Use and Environmental Planning, University of California, Davis Extension
- Bachelor of Science, Environmental Science, Minor in Geosciences, Oregon State University



Design Services for the North Fremont Bike and Pedestrian Access and Safety Improvements Project

Federal Project No. ATPL5086 (034)



Professional Credentials

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

Nikita Petrov, P.E.

Lighting Design, Primary Office - Pleasanton

Nikita has almost nine years of experience working on variety of transportation projects from Intelligent Transportation Systems (ITS) design to transportation studies and planning. His area of expertise is primarily signal and lighting design and signal timing. His experience with signal design and modification as well as interconnect design includes over 50 traffic signals throughout Bay Area and Northern California. He has worked on all types and sizes of projects in many jurisdictions, which were as small as one lighted crosswalk design to as large as 17 traffic signal modifications along an 11 mile stretch of expressway. He has also actively participated in various roadway design projects, signing and striping projects, pedestrian and bicycle studies, transit design and planning projects, freeway study and operations projects, and ITS design projects. He brings proficiency with Synchro, VISSIM, AutoCAD, along with strong working knowledge and practical experience with different signal controllers and communication technologies. He had signal timing experience with D4, Naztec, Traconex, C8, and BiTran software with over 15 agencies.

Relevant Experience

- Capitol Expressway ITS Infrastructure and Sidewalk Project, Santa Clara County, CA — *Project Engineer*
- Menlo Gateway Project, Menlo Park, CA — *T-Project Engineer*
- Golf Club Road and Old Quarry Road Improvements Project, Pleasant Hill, CA — *Project Engineer*
- Grayson Avenue and SR-29 Intersection Improvements and Signal Design, St. Helena, CA — *Project Engineer*
- Camino Pablo Improvements Project, Orinda, CA — *Project Engineer*
- Portrero Avenue Intersection Safety Improvements, El Cerrito, CA — *Project Engineer*

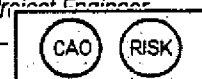
Kevin Tsoi, P.E., LSIT

Utility Coordination, Primary Office - Pleasanton

Kevin has more than 12 years of experience managing roadway design, signal design, and land development projects. He has led a variety of projects from conceptual design through construction. Kevin specializes in projects with multidiscipline and agency coordination, including environmental, right-of-way, and storm water treatment support. He has managed complex projects of all types including concept, preliminary, and final designs of roadway corridors, bus stops, and complete street designs which include bulbouts, bus pads, bus stops, utility underground design and relocation/coordination, ADA compliance improvements, and hydromodification. In addition, Kevin has served as an extension of Santa Clara Valley Transportation Authority (VTA) staff providing multi-agency coordination support for the BART extension to San Jose project.

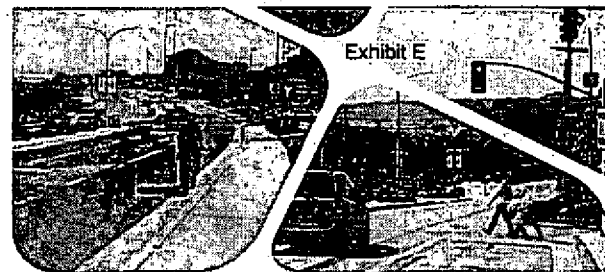
Relevant Experience

- Beach Area Roundabouts (Depot and Beach Roundabouts), Santa Cruz, CA — *Project Manager*
- Fresno Area Express (FAX), Fresno Bus Rapid Transit (BRT) Design, Fresno, CA — *Project Engineer*
- AC Transit - Line 51 Corridor Delay Reduction and Sustainability Project, Alameda/Berkeley/Oakland, CA — *Project Engineer*
- SVBX Station Campuses, Roadways, and Parking Facilities (D720 Design project), Santa Clara County, CA — *Project Engineer*
- Dougherty Road Improvements and Final Design, Dublin, CA — *Project Engineer*
- Design of Street Reconstruction Improvements, Pleasanton, CA —



Design Services for the North Fremont Bike and Pedestrian Access and Safety Improvements Project

Federal Project No. ATPL-5086 (03-4)



Courtney Ferl, P.E.

Roadway and Civil Design, Primary Office - Pleasanton

Courtney has over five years of experience in roadway design, pedestrian improvements, Bus Rapid Transit projects, and traffic signal design for public and private agencies. Her extensive project experience includes concept, preliminary, and final designs of roadway improvement projects, ADA compliance improvements, and pedestrian and bike trails. Courtney is also proficient in a variety of software packages including AutoCAD, MicroStation, Geopak, and AGI32.

Professional Credentials

- Bachelor of Science, Civil Engineering, University of Florida
- Professional Engineer in California

Relevant Experience

- North Fremont Street Transit, Bicycle and Pedestrian Network Improvements, Monterey, CA – *Project Engineer*
- 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 – *Analyst*
- Bailey Road PSR/PDS, Bailey Road/SR 4 Interchange PID, Contra Costa County, CA – *Project Engineer*
- Dougherty Road Improvements (Sierra Lane to North City Limit) and Final Design, Dublin, CA – *Analyst*
- Fresno Area Express (FAX), Fresno Bus Rapid Transit (BRT) Design, Fresno, CA – *Project Engineer*



Pat Hart, PLA, LEED AP

Landscape Architecture and Urban Design, Primary Office - San Diego

Patrick has over 18 years of experience as an urban planner and landscape architect. Because of the firm's foundation in transportation and land development, Pat has been able to apply that knowledge base to creatively affect urban design solutions for projects ranging from public sector streetscapes to private sector urban redevelopment projects. Pat's California project experience ranges from BRT and LRT transit station and platform design to transit shelter and wayfinding design, urban redevelopment TODs, and complete streets projects.

Professional Credentials

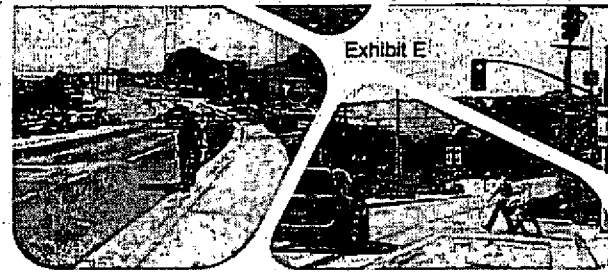
- Bachelor of Landscape Architecture, Texas A&M University
- Professional Landscape Architect in California
- Council of Landscape Architects Registration Board (CLARB)
- LEED AP (Leadership in Energy and Environmental Design)

Relevant Experience

- Downtown Salinas Vibrancy Plan, Salinas, CA – *Landscape Architect*
- Engineering for California Drive Roundabout Project, Burlingame, CA – *Landscape Architect*
- Feasibility Study Transit Maintenance Yard and Fueling Facility - TO #4, Napa County, CA – *Landscape Architect*
- Fresno Area Express (FAX), Fresno Bus Rapid Transit (BRT) Design, Fresno, CA – *Landscape Architect*
- I-215/Van Buren PA&ED and PS&E Phases, Riverside County, CA – *Landscape Architect*
- I-5/Genesee Avenue Interchange Improvements, San Diego, CA – *Landscape Architect*

Design Services for the North Fremont Bike and Pedestrian Access and Safety Improvements Project

Federal Project No.: ATPL-50B6 (034)



Claudia Estupinan, EIT

Roadway and Civil Design

Claudia is a transportation analyst with experience in transportation engineering and transit planning projects. She has contributed to transportation engineering projects including SR 76 Widening PS&E and Van Buren Boulevard/Interstate 215 Interchange. She has also contributed to transit projects such as South Bay Bus Rapid Transit, Broadway Bus Rapid Transit, and Downtown Master Plan in San Diego County, both in the design and the planning aspects.

Professional Credentials

- Bachelor of Science, Civil Engineering, University of California, Berkeley
- Engineer-in-Training, CA

Relevant Experience

- North Fremont Street Transit, Bicycle and Pedestrian Network Improvements, Monterey, CA – *Analyst*
- TransLink® (now Clipper) Consultant Assistance Program, Oakland, CA – *Analyst*
- South Bay Bus Rapid Transit (BRT) CEQA-EIR, San Diego, CA – *Analyst*
- South Bay Bus Rapid Transit – *Intersection Design Advancement Analyst*



Sean M. Hays, EIT

Roadway and Civil Design

Sean has more than two years of roadway experience including roadway design and traffic signal design. His experience includes pre-design, design, and construction administration. His project experience includes full design on Camino De Oeste /Los Reales Road Improvement, signal design on Hughes Access Road Realignment and signal enhancement on Valencia Road Reconstruction.

Professional Credentials

- Bachelor of Science, Civil Engineering, University of Arizona
- Engineer-in-Training (EIT)

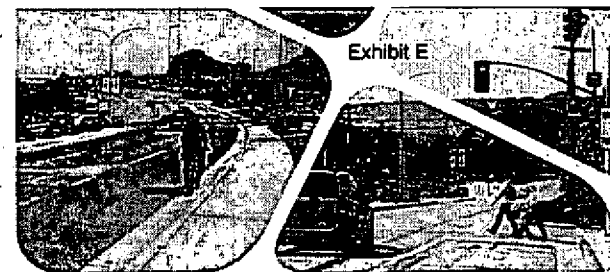
Relevant Experience

- Bailey Road PSR/PDS, Bailey Road/SR-4 Interchange PID, Contra Costa County, CA – *Analyst*
- I-880 Express Lanes, Oakland, CA – *Analyst*
- Science Park Drive Intersection Improvements, Tucson, AZ – *Analyst*
- Camino Verde, Valencia Road to Brightwater Way, Tucson, AZ – *Analyst*

City of Monterey

Design Services for the North Fremont Bike and Pedestrian Access and Safety Improvements Project

Federal Project No. ATPL-5086.(034)



Professional Credentials

- Bachelor of Science, Civil Engineering, Montana State University
- Registered Professional Engineer in California

Kevin Kimm, P.E.

Structural Design, Primary Office – Phoenix

Kevin has over 13 years of experience as an engineer and project manager in this field. His expertise in parking spans a wide range of projects, ranging from parking deck location studies, parking deck functional design and review to parking deck final structural design, including construction administration on multiple parking deck projects. His design experience includes structures of reinforced concrete, precast/pre-stressed concrete, cast-in-place post-tensioned concrete and structural steel. Kevin has worked with parking clients that include universities, healthcare facilities, municipalities, and private developers.

Relevant Experience

- Calaveras Sidewalk Improvements, Milpitas, CA – *Project Engineer*
- Pedestrian Overcrossing at Sylvan/Millbrook Avenues, Modesto, CA – *Project Engineer*
- 11th Avenue Improvements (part of the Downtown BRT Stations project), San Diego, CA – *Project Engineer*
- Advanced Transportation Management and Information and Security System (ATMIS), Port of Long Beach, CA – *Project Engineer*
- Agoura Road Widening Project (Complete Streets), Agoura Hills, CA – *Project Engineer*
- Broadway Plaza Expansion, Walnut Creek, CA – *Project Engineer*



Professional Credentials

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

Ryan Dole, P.E.

Lighting Design, Primary Office – Oakland

Ryan has more than 11 years of experience in ITS (for both freeways and arterials), traffic signals, and signal operations. His ITS and traffic signal systems experience includes the planning and design of interconnect/communications networks, adaptive traffic management systems, CCTVs, transit signal priority, traffic signals, ramp metering, vehicle detection systems. Ryan has extensive experience developing PS&E construction documents as well as preparing ITS technology evaluations and strategic plans.

Relevant Experience

- AC Transit - Line 51 Corridor Delay Reduction and Sustainability Project, Alameda/Berkeley/Oakland, CA – *Project Engineer*
- ACTC, I-80 Integrated Corridor Mobility (ICM) Project, Alameda/Contra Costa Counties, CA – *Analyst*
- City of Roseville, ITS Master Plan Update, Roseville, CA – *Project Engineer*
- Fremont Boulevard/Walnut Avenue Intersection Improvements Project, Fremont, CA – *Project Engineer*
- Folsom Intelligent Transportation Systems (ITS) Master Plan, Folsom, CA – *Project Engineer*
- Fresno Area Express (FAX), Fresno Bus Rapid Transit (BRT) Design, Fresno, CA – *Project Engineer*
- I-80/I-680/I-780 Corridors Highway Operations Implementation Study (Solano Operations Study), Solano County, CA – *Analyst and Assistant Engineer*
- I-880 Express Lanes, Oakland, CA – *Project Engineer*
- Integrated Traffic Data Collection and Management Plan, Redding

Design Services for the North Fremont Bike and Pedestrian Access and Safety Improvements Project

Federal Project No. ATPL-5086 (03+)



Professional Credentials

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

Matthew Wages, P.E.

Traffic Signal Modification, ITS, and Signal Timing, Primary Office – Oakland

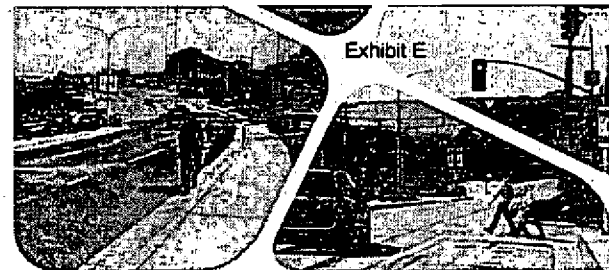
Matthew has more than nine years of experience in traffic signal design, signal timing, and roadway design projects. His signal timing experience includes data collection, development of Synchro models, and analyses of potential cycle lengths. Matt has worked on several design projects in which he was involved in data collection, creation of CADD plans, and signal and interconnect designs. Matt is proficient in the latest versions of AutoCAD, MicroStation, Synchro, and Highway Capacity Software.

Relevant Experience

- Capitol Expressway ITS Infrastructure and Sidewalk Project, Santa Clara County, CA – *Project Engineer*
- AC Transit - Line 51 Corridor Delay Reduction and Sustainability Project, Alameda/Berkeley/Oakland, CA – *Project Engineer*
- Fresno Area Express (FAX), Fresno Bus Rapid Transit (BRT) Design, Fresno, CA – *Analyst*
- AC Transit East Bay Bus Rapid Transit (BRT) (CEQA/NEPA portion), Alameda County, CA – *Analyst*
- E-Street BRT aka sbX E-Street BRT Design-Build Project, San Bernardino County, CA – *Analyst*
- ACTC, I-80 Integrated Corridor Mobility (ICM) Project, Alameda/Contra Costa Counties, CA – *Analyst*

Design Services for the North Fremont Bike and Pedestrian Access and Safety Improvements Project

Federal Project No. ATPL-5086 (034)



Richard Weber, P.E. PLS (Whitson Engineers)

Surveying Services

Richard has over 20 years of experience in Land Surveying and Design Engineering for public agencies. His areas of expertise include site planning and design for infrastructure improvements, storm water management, Low Impact Development (LID), road, and highway design, Geographic Information Systems (GIS), and land surveying.

Professional Credentials

- Bachelor of Science, Civil Engineering, Santa Clara University, Santa Clara, California
- Professional Engineer in California
- Professional Land Surveyor in California



Relevant Experience

- City of Monterey – *On-Call Surveying and Engineering – Surveying services*
- City of Monterey – *State Route 68 Highway Widening – State Route 218 to Ragsdale Drive - Caltrans Encroachment Permit*
- Monterey County Redevelopment Agency – *Intergarrison Road Multi-Modal Corridor – Plan Line Study*
- Transportation Agency of Monterey County – *Carmel Hill and River Bike Trail Project –*
- Monterey County Public Works – *State Route 1 Highway Widening – Carmel Valley Road to Morse Drive*
- Monterey Salinas Transit – *Bus Maintenance & Operations Facility – land surveying, topographic and photogrammetric, boundary surveying, preliminary staking and utility pot-holing*
- City of Seaside – *Canyon Del Rey Blvd – State Route 218 Official Plan Line Mapping – Right-of-way research, legal descriptions and official plan line maps*
- City of Seaside – *2009 Traffic Signal Upgrades Citywide Project – Surveying services*



Jose Dominguez (EXARO)

Potholing and Utility Locating

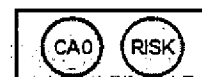
Jose has over 22 years of experience in construction services, cathodic protection, utility locating and project design support. His construction experience includes Cathodic Protection, Underground Utility Locating by Electronic Detection, Ground Penetrating Radar, and Vacuum Excavation, GPS, Gas Leak Detection/Repairs, Water Leak Detection, CCTV Inspections, and Directional Drilling. His skills and experience include operations management, permitting, and estimating. Jose has worked and overseen large projects with the Peninsula Corridor Joint Power Board (PCJPB) Right-Away, Union Pacific Rail Road Right-Away, Bart Right-Away, NASA Ames Research Center and PG&E Plant Terminals, MMWD, CCCSD, JDH Corrosion.

Relevant Experience

- Niles Canyon Rosewornes Route-84, Bridge Footings - Caltrans, City of Fremont, CA – *Potholing and Utility Locating*
- Grade Separation Project, San Bruno CA – *Potholing on the Joint Powers Board (Caltrain) Right-of-Way*
- Bay Bridge Project - Caltrans, San Francisco/Oakland CA – *Potholing and Utility Locating*
- Lawrence Berkeley National Laboratory Storm Drain Project, Berkeley, CA – *Potholing and Utility Locating*
- PG&E Gas Leaks Repair Project - San Francisco, CA – *Potholing and Utility Locating*

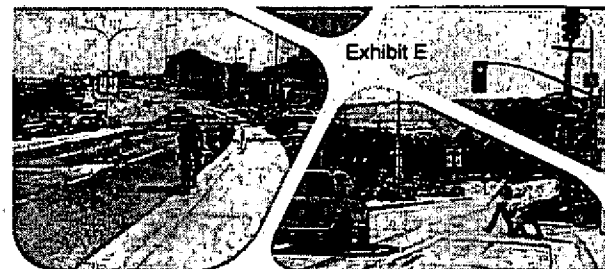
Professional Credentials

- San Francisco State University
- Electronic Detection - Operator Qualified per Title 1 Section 4216 Government Code
- Ground Penetrating Radar - Operator Qualified per Title 1 Section 4216 Government Code
- Qualified SVRT/RWP, JPB
- Federal OSHA'S CFR 1920.146 Permit Required Confined Space Regulations
- Hazardous and Toxic Waste Trained



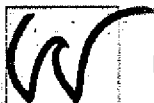
Design Services for the North Fremont Bike and Pedestrian Access and Safety Improvements Project

Federal Project No. AIP-5086 (034)



Professional Credentials

- Bachelor of Science, Civil Engineering, University of California, Davis
- Professional Civil Engineer in California
- Qualified SWPPP Developer and Practitioner (QSD/P)
- Qualified Construction General Permit QSD/P Trainer of Record
- HAZWOPER



WRECO

Analette Ochoa, P.E., QSD/P, ToR (WRECO)

Drainage Engineering, Primary office - Walnut Creek

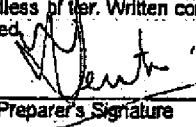
Analette is an expert in the fields of stormwater management, water quality, and hydraulics with over 27 years of experience. She assisted Caltrans Headquarters, Office of Storm Water Management - Design, in their efforts to update the Caltrans Storm Water Quality Handbook: Project Planning and Design Guide (PPDG) and Storm Water Data Report (SWDR) Workshop Materials with new low impact development (LID) requirements. Analette assisted in the statewide training of Caltrans staff on LID. Prior to joining WRECO, she was the Caltrans District 4 Storm Water Coordinator. She was responsible for the overall management of the Storm Water Program for the District and managed the District's projects in compliance with the National Pollutant Discharge Elimination System (NPDES) Permit from the State Water Resources Control Board. She has also negotiated stormwater permit compliance with the Regional Water Quality Control Boards (RWQCB) for all District projects.

Relevant Experience

- Dougherty Road Widening Project – *hydrology, hydraulics, water quality, drainage design, erosion control, stormwater management, PS&E, and bid and construction phase support*
- Alamo Canal Bike Trail Project – *Hydrology, hydraulics, bank protection design, and flooding frequency analysis*
- Interstate 580/Fallon Road and Tassajara Road Interchange Projects – *Drainage design, stormwater management, construction support, and construction management*
- Alameda County Public Works Agency Biological and Broad Range Environmental Services Contract, Alameda County, CA

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Monterey 2. Contract DBE Goal: 3%
3. Project Description: Design Services for the North Fremont and Pedestrian Access and Safety Improvement Project
4. Project Location: City of Monterey- North Fremont Street from Casa Verde Way to State Route 218
5. Consultant's Name: Kimley-Horn and Associates, Inc. 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Potholing	35751	Exaro Technologies Corporation 1831 Bayshore Hwy Burlingame, CA 94010 Hector Dominguez (650) 777-4324	4.31%
Drainage	30066	WRECO 1243 Alpine Road, Suite 108 Walnut Creek, CA 94596 Han-Bin Liang (925) 941-0017	14.42%
Local Agency to Complete this Section			
17. Local Agency Contract Number: 18. Federal-Aid Project Number: 19. Proposed Contract Execution Date: Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		11. TOTAL CLAIMED DBE PARTICIPATION	18.73%
20. Local Agency Representative's Signature 21. Date 22. Local Agency Representative's Name 23. Phone 24. Local Agency Representative's Title		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  12. Preparer's Signature 13. Date <u>Frederik J. Venter</u> 14. Preparer's Name 15. Phone <u>Associate</u> 16. Preparer's Title	

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

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 634-8410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)

Certification of Final Indirect Costs:

Consultant Firm Name: Kimley-Horn and Associates, Inc.

Indirect Cost Rate: 192.82% (Includes FCCM of 0.66%) * for fiscal period 1/1/14 to 12/31/14 (mm/dd/yyyy to mm/dd/yyyy)

*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: City of Monterey

Contract Number: _____ Project Number: _____

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is ~\$60.4M (Transp./ITS/Transit) and the number of states in which the firm does business is 50.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ _____

Prime Consultants (if applicable)

Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$ 896,806

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

Whitson Engineers	\$ 13,935
WRECO	\$ 129,325
Exaro	\$ 38,643
	\$ _____
	\$ _____

Consultant Certifying (Print Name and Title):

Name: Enda Melvin, P.E.

Title: Sr. Vice President

Consultant Certification Signature **: Enda Melvin

Date of Certification (mm/dd/yyyy): 1/25/16

Consultant Contact Information:

Email: enda.melvin@kimley-horn.com

Phone number: (916) 858-5800

****An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.**

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations
2) Retained in Local Agency Project Files

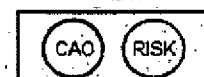


EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Monterey 2. Contract DBE Goal: 3%
 3. Project Description: Design Services for the North Fremont Bike and Pedestrian Access and Safety Improvements Project
 4. Project Location: Monterey, CA
 5. Consultant's Name: Kimley-Horn and Associates, Inc. 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: \$896,806
 8. Total Dollar Amount for ALL Subconsultants: \$181,903 9. Total Number of ALL Subconsultants: 3

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Potholing	35751	Exaro Technologies Corporation 1831 Bayshore Hwy	\$38,643
		Burlingame, CA 94010 Hector Dominguez (650) 777-4234	
Drainage	30066	WRECO 1243 Alpine Road, Suite 108	\$129,325
		Walnut Creek, CA 94596 Han-Bin Liang (925) 941-0017	
Local Agency to Complete this Section			
20. Local Agency Contract Number: _____		14. TOTAL CLAIMED DBE PARTICIPATION	\$167,968
21. Federal-Aid Project Number: _____			18.73 %
22. Contract Execution Date: _____		<p>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.</p> <p><i>[Signature]</i> 1/25/2016 15. Preparer's Signature 16. Date Frederick J. Venter 669-800-4130 17. Preparer's Name 18. Phone Associate 19. Preparer's Title</p>	
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
23. Local Agency Representative's Signature	24. Date		
25. Local Agency Representative's Name	26. Phone		
27. Local Agency Representative's Title			

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

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3580 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.