AGREEMENT
FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF SALINAS AND KIMLEY-HORN AND ASSOCIATES, INC.

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AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SALINAS AND KIMLEY-HORN AND ASSOCIATES, INC.

This Agreement for Professional Services (the "Agreement" and/or "Contract") is made and entered into this 9th day of April, 2024, between the **City of Salinas**, a California Charter city and municipal corporation (hereinafter "City"), and **KIMLEY-HORN AND ASSOCIATES, INC.**, a North Carolina corporation, (hereinafter "Consultant").

RECITALS

WHEREAS, Consultant represents that he, she, or it is specially trained, experienced, and competent to perform the special services which will be required by this Agreement; and

WHEREAS, Consultant and City entered into a master service agreement for traffic and transportation on-call services by Council Resolution No. 22563 (executed January 10, 2023); and

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

NOW, THEREFORE, City and Consultant agree as follows:

TERMS

1. **Scope of Service.** The project contemplated and the scope of Consultant's services are described in **Exhibit B**, attached hereto and incorporated herein by reference.

2. **Term; Completion Schedule.** This Agreement shall commence on April 9, 2024, and shall terminate on December 31,2025, unless extended in writing by either party upon (30) days written notice. This Agreement may be extended only upon mutual written consent of the parties, and may be terminated only pursuant to the terms of this Agreement.

3. **Compensation.** City hereby agrees to pay Consultant for services rendered the City pursuant to this Agreement on a time and materials basis according to the rates of compensation as set forth in **Exhibit B**. The total amount of compensation to be paid under this Agreement shall not exceed three hundred seventy-eight thousand, eight hundred sixty-five dollars ($378,865).

4. **Billing.** Consultant shall submit to City an itemized invoice, prepared in a form satisfactory to City, describing its services and costs for the period covered by the invoice. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Consultant's bills shall include the following information to which such services cost or pertain:

(A) A brief description of services performed;

(B) The date the services were performed;

(C) The number of hours spent and by whom;

(D) A brief description of any costs incurred; and

(E) The Consultant's signature.

Any such invoices shall be in full accord with any and all applicable provisions of this Agreement.

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, 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 process undisputed portion immediately.

5. **Meet & Confer.** Consultant agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by the City to ensure timely and adequate performance of the Agreement.

6. **Additional Copies.** If City requires additional copies of reports, or any other material which Consultant is required to furnish as part of the services under this Agreement, Consultant shall provide such additional copies as are requested, and City shall compensate Consultant for the actual costs related to the production of such copies by Consultant.

7. **Responsibility of Consultant.** By executing this Agreement, Consultant agrees that the services to be provided and work to be performed under this Agreement shall be performed in a fully competent manner. By executing this Agreement, Consultant further agrees and represents to City that the Consultant possesses, or shall arrange to secure from others, all of the necessary professional capabilities, experience, resources, and facilities necessary to provide the City the services contemplated under this Agreement and that City relies upon the professional skills of Consultant to do and perform Consultant's work. Consultant further agrees and represents that Consultant shall follow the current, generally accepted practices in this area to the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the projects for which the services are rendered under this Agreement.

8. **Responsibility of City.** To the extent appropriate to the projects to be completed by Consultant pursuant to this Agreement, City shall:

(A) Assist Consultant by placing at its disposal all available information pertinent to the projects, including but not limited to, previous reports and any other data relative to the projects. Nothing contained herein shall obligate City to incur any expense in connection with completion of studies or acquisition of information not otherwise in the possession of City.

(B) Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of Consultant.

(C) Jim Pia, Interim City Manager, or his designee, shall act as City's representative with respect to the work to be performed under this Agreement. Such person shall have the complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Consultant's services. City may unilaterally change its representative upon notice to the Consultant.

(D) Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in a project.

9. **Acceptance of Work Not a Release.** Acceptance by the City of the work to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the work performed.

10. **Indemnification and Hold Harmless.** Pursuant to the full language of California Civil Code §2782, design Consultant agrees to indemnify, including the cost to defend, City and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of design Consultant and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the City; and does not apply to any passive negligence of the City unless caused at least in part by the design Consultant. The City agrees that in no event shall the cost to defend charged to the design Consultant exceed that professional's proportionate percentage of fault. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.

11. **Insurance.** Consultant shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in **Exhibit A** hereto.

12. **Access to Records.** Consultant shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials including but not limited to calculation and survey notes relating to work performed for the City under this Agreement on file for at least three (3) years following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit, and copying at reasonable times during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for such access and inspection.

13. **Non-Assignability.** It is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of

Consultant. This Agreement is personal to Consultant and shall not be assigned by it without express written approval of the City.

14. <u>Changes to Scope of Work.</u> City may at any time, and upon a minimum of ten (10) days written notice, seek to modify the scope of services to be provided for any project to be completed under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

15. <u>Ownership of Documents.</u> Title to all final documents, including drawings, specifications, data, reports, summaries, correspondence, photographs, computer software (if purchased on the City's behalf), video and audio tapes, software output, and any other materials with respect to work performed under this Agreement shall vest with City at such time as City has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared. City agrees to hold harmless and indemnify the Consultant against all damages, claims, lawsuits, and losses of any kind including defense costs arising out of any use of said documents, drawings, and/or specifications on any other project without written authorization of the Consultant.

16. <u>Termination.</u>

(A) City shall have the authority to terminate this Agreement, upon ten days written notice to Consultant, as follows:

(1) If in the City's opinion the conduct of the Consultant is such that the interest of the City may be impaired or prejudiced, or

(2) For any reason whatsoever.

(B) Upon termination, Consultant shall be entitled to payment of such amount as fairly compensates Consultant for all work satisfactorily performed up to the date of termination based upon the Consultant's rates shown in **<u>Exhibit B</u>** and/or Section 3 of this Agreement, except that:

(1) In the event of termination by the City for Consultant's default, City shall deduct from the amount due Consultant the total amount of additional expenses incurred by City as a result of such default. Such deduction from amounts due Consultant are made to compensate City for its actual additional costs incurred in securing satisfactory performance of the terms of this Agreement, including but not limited to, costs of engaging another consultant(s) for such purposes. In the event that such additional expenses shall exceed amounts otherwise due and payable to Consultant hereunder, Consultant shall pay City the full amount of such expense.

(C) In the event that this Agreement is terminated by City for any reason, Consultant shall:

(1) Upon receipt of written notice of such termination promptly cease all services on this project, unless otherwise directed by City; and

(2) Deliver to City all documents, data, reports, summaries, correspondence, photographs, computer software output, video and audio tapes, and any other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such material is to be delivered to City in completed form; however, notwithstanding the provisions of Section 15 herein, City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such material.

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

(E) The rights and remedy of the City and Consultant provided under this Section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this Agreement.

17. Compliance with Laws, Rules, and Regulations. Services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable federal, state, and City laws and any rules or regulations promulgated thereunder.

18. Exhibits Incorporated. All exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of this Agreement and any of the terms of any exhibit to the Agreement, the terms of the Agreement shall control the respective duties and liabilities of the parties.

19. Independent Contractor. It is expressly understood and agreed by both parties that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the City. Consultant expressly warrants not to represent, at any time or in any manner, that Consultant is an employee or servant of the City.

20. Integration and Entire Agreement. This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters contained herein. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

21. Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, County of Monterey, and City of Salinas. Jurisdiction of litigation arising from this Agreement shall be in the State of California, in the County of Monterey or in the appropriate federal court with jurisdiction over the matter.

22. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

23. Notices.

(A) Written notices to the City hereunder shall, until further notice by City, be addressed to:

City Manager
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

With a copy to:

City Attorney
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

(B) Written notices to the Consultant shall, until further notice by the Consultant, be addressed to:

Kimley-Horn and Associates, Inc.
Attn: Frederick Venter
10 S. Almaden Blvd
San Jose, CA 95113

(C) The execution of any such notices by the City Manager shall be effective as to Consultant as if it were by resolution or order of the City Council, and Consultant shall not question the authority of the City Manager to execute any such notice.

(D) All such notices shall either be delivered personally to the other party's designee named above, or shall be deposited in the United States Mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.

24. Nondiscrimination. During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or

disability. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability.

25. Conflict of Interest. Consultant warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this Agreement a violation of any applicable local, state or federal law. Consultant further declares that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify City of the existence of such conflict of interest so that City may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Government Code section 81000 et seq.) and Salinas City Code Chapter 2A that apply to Consultant as the result of Consultant's performance of the work or services pursuant to the terms of this Agreement.

26. Headings. The section 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.

27. Attorneys' Fees. In case suit shall be brought to interpret or to enforce this Agreement, or because of the breach of any other covenant or provision herein contained, the prevailing party in such action shall be entitled to recover their reasonable attorneys' fees in addition to such costs as may be allowed by the Court. City's attorneys' fees, if awarded, shall be calculated at the market rate.

28. Non-Exclusive Agreement. This Agreement is non-exclusive and both City and Consultant expressly reserves the right to contract with other entities for the same or similar services.

29. Rights and Obligations Under Agreement. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

30. Licenses. If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its representatives, agents or subcontractors by federal, state or local law, Consultant warrants that such license has been obtained, is valid and in good standing, and that any applicable bond posted in accordance with applicable laws and regulations.

31. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

32. Legal Representation. Each party affirms that it has been represented, if it so chose, by legal counsel of its own choosing regarding the preparation and the negotiation of this Agreement and the matters and claims set forth herein, and that each of them has read this

Agreement and is fully aware of its contents and its legal effect. Neither party is relying on any statement of the other party outside the terms set forth in this Agreement as an inducement to enter into this Agreement.

33. Joint Representation. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. No presumptions or rules of interpretation based upon the identity of the party preparing or drafting the Agreement, or any part thereof, shall be applicable or invoked.

34. Warranty of Authority. Each party represents and warrants that it has the right, power, and authority to enter into this Agreement. Each party further represents and warrants that it has given any and all notices, and obtained any and all consents, powers, and authorities, necessary to permit it, and the persons entering into this Agreement for it, to enter into this Agreement.

35. No Waiver of Rights. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. The failure to provide notice of any breach of this Agreement or failure to comply with any of the terms of this Agreement shall not constitute a waiver thereof. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. A waiver by the City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

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

CITY OF SALINAS

_____
Jim Pia
Interim City Manager

APPROVED AS TO FORM:

_____
□ Christopher A. Callihan, City Attorney, or
□ Rhonda Combs, Assistant City Attorney

CONSULTANT

_____

By (Printed Name): _____
Its (Title): _____

Insurance Requirements

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees, or subcontractors. With respect to General Liability and Professional Liability, coverage should be maintained for a minimum of five (5) years after Agreement completion.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(A) Commercial General Liability ("CGL"): Insurance Services Office Form ("ISO") CG 00 01 covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(B) Automobile Liability: ISO Form CA 0001 covering any auto, or if Consultant has no owned autos, hired and non-owned, with limits no less than **$1,000,000** per accident for bodily injury and property damage.

(C) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.

(D) Professional Liability (also known as Errors and Omissions) insurance appropriate to the work being performed, with limits no less than **$1,000,000** per occurrence or claim, **$2,000,000** aggregate per policy period of one year.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Salinas requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Salinas, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10, CG 11 85, or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage
For any claims related to this Agreement or the project described within this Agreement, the **Consultant's insurance coverage shall be primary coverage** at least as broad as ISO Form CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation
Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation
Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Salinas for all work performed by the Consultant, its employees, agents, and subcontractors.

Self-Insured Retentions
Self-insured retentions must be declared by Consultant to and approved by the City. At the option of the City, Consultant shall provide coverage to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the consultant shall provide evidence satisfactory to the City guaranteeing payment of losses and related investigations, claim administrations, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies
If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of this Agreement or the beginning of Agreement work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the Agreement of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Dat***e prior to the Agreement effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of Agreement work.
4. A copy of the claims reporting requirements must be submitted to the City for review.

Verification of Coverage
Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable insurance language effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors
Consultant shall require and verify that all sub-consultants and/or subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that Entity is an additional insured on insurance required from such sub-consultants and/or subcontractors.

Special Risks or Circumstances
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.

Maintenance of Insurance
Maintenance of insurance by Consultant as specified shall in no way be interpreted as relieving Consultant of its indemnification obligations or any responsibility whatsoever and the Consultant may carry, at its own expense, such additional insurance as it deems necessary.

Exhibit B- Scope of Service

March 19, 2024

Adriana Robles, P.E., CFM
City Engineer
City of Salinas Engineering Division
200 Lincoln Avenue
Salinas, CA 93901

Re: ***Scope of Services and Fee***
Williams Road Safe Street Corridor Project PA&ED

Scope of Services

Phase 1: Project Approval and Environmental Document (PA/ED)

Task 1 – Project management, Coordination, & Documentation

We assume the project management task for the PA&ED phase to occur over nine (9) months and conclude with the submittal of the Request for Authorization for the PS&E phase.

Task 1.1 Project & Grant Administration:
Kimley-Horn will supervise, coordinate, and monitor project design activities. Kimley-Horn will coordinate with the City, including providing monthly project status reports. We will develop and maintain a critical path method (CPM) project schedule, updating monthly, and as requested by the City. Kimley-Horn will assist the City in submitting Quarterly Performance Progress Reports to FHWA in conformance with posted guidance.

Task 1.2 Coordination and Meetings:
We anticipate holding an initial kick-off meeting with the City to discuss the proposed project approach, potential design challenges, schedule, and deadlines. We assume up to 18 additional biweekly meetings with the City, with the remainder of coordination through email and telephone calls. Meetings will be summarized with meeting minutes, and we assume all meetings with be online format. If requested by the City, we can be available for limited in-person meetings, up to the estimated budget for this task.

Task 1.3 Coordination for RFA for PS&E
Kimley-Horn will assist the City with preparing the necessary documentation as required by FHWA to submit for the Request for Authorization (RFA) for the PS&E phase.

TASK DELIVERABLES

- Monthly invoices (PDF)
- Meeting notes (PDF)
- Baseline Agreement and RFA documentation (PDF)
- Monthly schedule updates (PDF)

TASK 2 – Public Outreach and Stakeholder Coordination

Task 2.1 Stakeholder coordination:

Subtask 2.1.1 City Staff Design Meetings

Kimley-Horn will conduct focused meetings with City staff to discuss key project features, corridor segments, and design concerns, and solicit their feedback. These meetings are also expected to include coordination with the consultants developing the Alisal Streetscape Master Plan concepts. This scope of work assumes two (2) in-person meetings over the course of the project.

Subtask 2.1.2 Stakeholder Meetings

Kimley-Horn will conduct a series of meetings with affected stakeholders, and community groups and business groups to inform them about the project and solicit their feedback. This scope of work assumes up to three (3) meetings over the course of the project. If conditions dictate, virtual/online format meetings can be accommodated.

Subtask 2.1.3 Meetings with City Council Members and City Commission Groups

In coordination with City staff, Kimley-Horn will prepare for and present an overview of the corridor study project to specific members of the City Council representative(s) for project area and relevant Staff and/or City Commissions. This scope assumes the Council members and commissions will be defined during the project kickoff meeting. These meetings will address the project scope and schedule, and provide an overview regarding our findings regarding baseline conditions and alternatives. We will solicit feedback about the corridor which will be used to further identify existing corridor multimodal deficiencies and help define specific project objectives. This scope of work assumes up to four (4) meetings over the course of the project. If conditions dictate, virtual/online format meetings can be accommodated.

Task 2.2 Community Meetings and Coordination:

Kimley-Horn will prepare for and facilitate two (2) Community Workshops in coordination with City staff. The purpose of the workshops will be to provide a presentation on the project and collect public feedback on issues to consider in refining project improvements. This feedback will be used during Task 3.1 Concept Refinement.

The content for each community meeting will be refined based on input from the kick-off meeting and subsequent biweekly meetings. In partnership with the City, Kimley-Horn will promote the community meetings via the City's social median channels and provide a forum to discuss issues and opportunities.

A draft and final flyer will be prepared for posting on the project website, emailing to stakeholders and persons on the project email contact list, and public posting (by City staff).

Task 2. - Project Information and Outreach Materials:

The outreach materials required for the meetings and coordination tasks above are included in this task and are assumed to be the following:

- PowerPoint presentation
- Meeting handouts
- Graphic poster boards
- Community meeting notice flyers

TASK DELIVERABLES

- Community meeting notice flyers (2)
- Public outreach materials for all community, stakeholder and local government meetings, including graphic poster boards (up to 6, 24”x36”), PowerPoint presentations, handouts, and signup and comment sheets.
- Summary meeting notes for all community, stakeholder and local government meetings

TASK 3 – Preliminary Engineering

Task 3.1 Concept Refinement:
Based on City and stakeholder comments and input from the first community meeting, Kimley-Horn will refine the Williams Road Safety Improvements corridor design concepts. During concept refinement, options and trade-offs typically considered are variations on the roundabouts inscribed circle diameter and central island, location of the roundabout, and variations in the approach and departure geometry. Kimley-Horn will evaluate up to three (3) alternatives including connection to different cross section alternatives developed for the Alisal Streetscape Master Plan for the roadway segments between the roundabouts. Layouts will be developed in CADD using aerial images. The refined concepts will be submitted to the City for review and comment.

Key features evaluated during this phase typically include:

- Size and location of required intersection control relative to right-of-way and geometric constraints
- Local access / access control considerations
- Alignment of approaches and departures
- Cross section alternatives along Williams Road
- Travel paths for bicyclists and pedestrians
- Green street elements and storm water treatment areas
- Existing driveway locations
- Future conditions for roundabout to be considered and space left available for additional lanes

Underground utilities will not be considered in this evaluation.

It is assumed that constraints at the project location will be identified by the Client and provided to Kimley-Horn prior to development of the project concepts. This scope assumes development of one draft concept layout of each intersection control alternative.

Task 3.1 Deliverables:
- Concept alternatives (PDF).

Task 3.2 – Greenstreet & Stormwater Evaluation:
Kimley-Horn will prepare a stormwater treatment analysis for the project, which will include documenting treatment requirements, computing stormwater treatment areas, and identify opportunities and feasibility of implementing green street principles for storm water quality control. Alternatives may include but are not limited to impervious pavement, flow thru planters, underground storage, etc. The stormwater analysis will be submitted will be submitted with the Concept Alternatives.

Task 3.3 - Urban Design Palate Concepts

Preliminary Landscape and Hardscape Concepts:
Kimley-Horn will develop up to three (3) different conceptual improvement themes that will identify the colors, materials, textures, layout and general size of landscape and hardscape improvements. It is anticipated that this information will be conveyed through plans, elevations, sketches and sample character imagery. Consultant assumes up to one (1) round of revisions based on staff and/or stakeholder input. Additional revisions may be provided as additional services

Preferred Landscape and Hardscape Concept:
Kimley-Horn will utilize input received from staff and stakeholders on the preliminary landscape and hardscape design concepts to create one (1) final preferred theme for final design direction prior to beginning the PS&E phase. Concept will illustrate final colors, materials, textures, layout and general size of hardscape and landscape elements. It is anticipated that this information will be conveyed through plans, elevations, sketches and sample character imagery. Consultant assumes up to one (1) round of revisions based on staff and/or stakeholder input. Additional revisions may be provided as additional services

Task 3.4 – Utility Coordination:
Kimley-Horn will notify PG&E and request that if they plan to install new facilities within the project area that they coordinate with the City as soon as possible. Record plans received from PG&E will be reviewed to identify potential utility companies and conflicts with the proposed improvements as well as identify high priority facilities. We will create utility impacts exhibits, which identify areas of potential utility conflict or high priority facilities. We will work with PG&E and with the City to determine a strategy for dealing with utility conflicts, including adjustments, relocations, and protection in place. This scope assumes up to twenty (20) hours for this task.

Depending on the existing facilities within the project area, potholing may be required to determine exact locations of crossing utility conflicts or high priority facilities. Potholing recommendations will be made for work to be completed under Phase 2 of this project.

TASK DELIVERABLES

- Concept Alternatives (PDF)
- Stormwater Treatment Memorandum
- Draft and Final Concept Landscape and Hardscape Board (one (1) 24”x36” hardcopy board of final concept, PDF)

TASK 4 – Environmental Documentation

This scope of work for environmental documentation is consistent with Federal Highway Program Guidelines, Local Assistance Procedures Manual (LAPM), Local Assistance Program Guidelines (LAPG), the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). Both CEQA and NEPA are required due to core federal funding through the Cycle 2 Safe Streets for All (SS4A) Grant Program administered through FHWA.

All technical studies described herein will be prepared to comply with both CEQA and NEPA.

Task 4.1 - Preliminary Environmental Study (PES) Form and Area of Potential Effects (APE) Map

Environmental issues that may require further detailed study will be documented in the PES for City concurrence prior to the initiation of the technical study work program. Consultant will draft a PES Form for City review with respect to the proposed project details. The City reviewed PES Form will be submitted to FHWA for review and approval. Environmental manager will be available for one site visit with the City to review the area and take comments on the PES Form. The Caltrans-approved PES Form will act as the final work scope for the required NEPA compliance documentation.

As part of this task, the Consultant team will draft the Area of Potential Effects (APE) map for both Archaeology and Historic Architecture (as applicable) in coordination with the City and Caltrans. Once the City has reviewed and approved the APE map, the APE Map will be submitted, with the PES Form, for Caltrans Professionally Qualified Staff (PQS) approval. The APE map will then provide the cultural resources boundaries for the Caltrans PQS-prepared Screened Undertaking.

Task 4.2 Technical Study Work Program

Consultant proposes to prepare technical studies in conformance with the National Environmental Policy Act of 1969 (NEPA), pertinent FHWA regulations, Caltrans' *Environmental Handbook*, and the California Environmental Quality Act (CEQA). Consultant will coordinate with Caltrans staff to formalize the specific content and format requirements for each study. The Consultant team has developed the following technical study work plan to satisfy City and Caltrans' environmental requirements (*budgets for the following tasks assume responses on two consolidated, non-conflicting sets of City / Caltrans review comments*).

Subtask 4.2.1: Air Quality Analysis
Based on our experience with Caltrans District 5, a review of the project concepts, and a review of the Caltrans PES Form, Consultant anticipates that air quality can be addressed within the context of the environmental document for construction purposes and would not require a technical study. In addition, the project is exempt from air quality conformity based on 40 CFR 93.126, Table 2, which lists Traffic Control Devices and Operating Assistance Other than Signalization Projects, as exempt from the requirement that a conformity determination be made.

Consistent with this Scope of Services, Consultant will prepare a Project of Air Quality Concern (POAQC) checklist. Accordingly, the following air quality technical study will be completed:

Fugitive dust and equipment exhaust emissions from construction activities will be quantitatively evaluated using the latest version of the Roadway Construction Emissions Model (RCEM). As the project involves a multi-lane roundabout and would not add roadway capacity or involve other physical roadway modifications, the analysis will briefly describe that the proposed project would improve intersection operations and not negatively impact air quality.

The particulate matter analysis will require PM2.5 interagency consultation with the Association of Monterey Bay Governments (AMBAG) Regional Planning Partnership Project Level Conformity Group to determine project level conformity.

This scope assumes that the project would not be a POAQC as determined by the checklist and related technical study.

- This scope assumes that AMBAG interagency consultation will be conducted via teleconference.
- This scope excludes operational emissions quantification.
- This scope excludes Quantitative Transportation Conformity Hot-Spot Analysis.

Subtask 4.2.2: Acoustical Analysis
Consultant will prepare a noise study report consistent with the Caltrans Noise Analysis Protocol (May 2011) and Technical Noise Supplement (TeNS) to address traffic noise impacts on land uses located adjacent to the proposed project. Noise standards regulating noise impacts, including the Federal Highway Administration (FHWA) Noise Abatement Criteria (NAC) and applicable local noise ordinances, will be discussed for land uses located adjacent to the project. The areas with potential future traffic noise impacts will be identified using land use information, aerial photographs, and field reconnaissance. A discussion of any existing sensitive uses and approved future uses in the project vicinity will be included.

Ambient noise level measurements will be conducted to establish the existing noise environment at representative noise-sensitive land uses along Williams Road within the project area. Short-term (20-minute) noise level measurements will be conducted at up to four locations with concurrent traffic counts to document the existing noise environment and to calibrate the traffic noise model. Long-term 24-hour noise level measurements will be conducted at one representative location to identify the peak traffic noise hour. Observations of other noise sources, barriers, terrains, building heights, and other site-specific information will be noted during each measurement period.

Short-term noise impacts from project construction sources will be analyzed based on the equipment expected to be used, length of a specific construction task, equipment power type (gasoline or diesel engine), horsepower, load factor, and percentage of time in use. The construction noise impact will be evaluated in terms of maximum levels (Lmax) and the frequency of occurrence at adjacent noise-sensitive locations. Analysis requirements will be based on the sensitivity of the area and the City's Noise Ordinance specifications.

The Federal Highway Administration (FHWA) Traffic Noise Model (TNM) version 2.5 will be used to evaluate the traffic noise levels associated with the following project scenarios: Existing, Future No Build, and one Future Build Alternative. Model input data include peak hour traffic volumes, vehicle mix among autos, medium and heavy trucks, vehicle speeds, ground attenuation factors, and roadway configurations. The existing and future traffic conditions will assume either the worst-case traffic condition or the peak-hour traffic volumes provided in limited traffic study, whichever is lower.

Noise abatement measures (noise barriers) designed to reduce long-term traffic noise impacts by 5 dBA or more, as required to be feasible, will be evaluated if warranted. This Scope of Services assumes that, based on these findings, a Noise Abatement Decision Report will not be required.

Task 4.2.3: Hazardous Materials Memorandum
Consultant will prepare the Initial Site Assessment (ISA) in general accordance with the Caltrans ISA guidelines and ASTM Standard E-1527-13. Exceptions in the Phase I standard include: 1) no title searches or property appraisals will be performed for the subject property and vicinity, and 2) no direct interviews of the owners of the subject parcels except for City staff will be performed. Soil sampling and testing will not be performed as part of the Phase I ISA. Should additional analysis including soil testing be required, this can be accommodated under a separate scope of work.

Consultant will review available data, including previous studies, Resource Conservation and Recovery Act (RCRA) facility inspections and plans, site investigation reports, groundwater monitoring reports, and federal and state record reviews within one mile of the Project site. The available records will be used to determine the potential presence of RECs by previous land use and any historic operations that have had a high probability of RECs. This research will also be used to help support the absence of RECs.

Subtask 4.2.4: Natural Environment Study
Consultant will prepare a report discussing the results of a literature review and field studies, and analysis of potential project impact on natural resources. The report will provide information on use of the site (known and potential) by sensitive species identified during the desktop review and surveys. Potential use of the project area by special-status wildlife and plant species will be ranked qualitatively depending upon the suitability of the habitat and/or proximity of any known records found during the database search. Species observed on-site will be reported in the findings. Based on the findings and likelihood of occurrences of special-status species, Consultant will include a discussion of potential constraints that may be required during project activities to further inform project design and implementation. The report will provide an analysis of special-status species and habitats within the project area, and will include an impact analyses and provide mitigation measures. In addition, Sequoia will develop a detailed set of maps representing habitat types as well as observed and historic locations of special-status species on and in the vicinity of the project site. Consultant will perform research and compile online database lists of special-status species from the following sources:

- U.S. Fish and Wildlife Service (USFWS), National Marine Fisheries Service (NMFS), California Department of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDB), and California Native Plant Society (CNPS), and
- Existing peer-reviewed literature, environmental documents, etc.

Consultant will then conduct a reconnaissance-level site visit to determine what biological resources and special-status species habitat may be present. Consultant will prepare a NES report following the Caltrans Standard Environmental Reference template format. The NES will evaluate all observed biological resources and provide avoidance and minimization measures for resources with potential to occur in or near the project site. The NES will include mapping indicating the locations of suitable habitat for federally protected species. It will also include avoidance and minimization measures to minimize the project's impacts/effects to biological resources.

Subtask 4.2.5: Cultural Resources

APE Map: All Section 106 project reports must include a formal area of potential effect (APE) map. The project archaeologist will prepare a draft text description and map depicting the project's cultural resources APE (see Task 4.1). The APE will include all areas within the proposed excavation extent as well as all project support areas, such as staging areas and temporary access roads, if needed. The APE map will be reviewed and approved by Caltrans and may need to be modified if there are alterations to the project or if Caltrans has comments on the map. The APE map will be included in the final technical report.

Background Research: The project archaeologist will conduct a California Historical Resources Information Systems (CHRIS) records search for the APE and a 0.25-mile radius at the Northwest Information Center (NWIC), which houses cultural resource records for Monterey County. The purpose of the records search will be to identify any previously recorded cultural resources that may be located within the APE. In addition to a review of previously prepared site records and reports, the records search will also review historical

maps, ethnographies, the National Register of Historic Places (NRHP), the California Register of Historical Resources (CRHR), the California Built Environment Resources Directory (BERD), and the lists of California State Historical Landmarks, California Points of Historical Interest, and Archaeological Determinations of Eligibility. Moreover, the archaeologist will review soil maps to determine if there is a potential for buried cultural resources to be present within the APE.

Concurrently, the Native American Heritage Commission (NAHC) will be contacted for a review of their Sacred Lands File (SLF) database. The NAHC will determine if any NAHC-listed Native American sacred lands are located within the APE. In addition, the NAHC will provide a list of Native American contacts who may have additional information about cultural or tribal cultural resources in the vicinity of the Project. The archaeologist will prepare and mail one round of letters to the NAHC-listed contacts, requesting that they contact us if they know of any Native American cultural resources in the vicinity of the project.

Fieldwork: The project team's archaeologists will conduct an intensive surface survey (10-to-15-meter transects) of all accessible land within the APE. The purpose of the survey will be to determine presence/absence of prehistoric and/or historical period cultural materials as well as surface topography and soil characteristics that suggest potential for buried cultural materials.

Reporting: The project team will prepare a final technical report that documents the results of the background research and field efforts and contains recommendations for the project moving forward. The report will be compliant with Section 106 of the NHPA and address CEQA requirements.

Subtask 4.2.6: Visual Assessment Memorandum
It is anticipated that the Caltrans' Questionnaire to Determine Visual Impact Assessment (VIA) Level score would below 15 for this project. Therefore, the appropriate document level is a technical memorandum. The Consultant will prepare the memorandum consistent with the current Caltrans Landscape Architecture Program's recommended outline per the SER. The Memorandum will briefly discuss the existing visual setting, sensitive receptors, and will analyze the visual change as compared to baseline conditions. This analysis will summarize the project's visual change. The brief technical memorandum will address visual issues and provide a rationale why a formal technical study is not required, per the Caltrans SER. This scope excludes formal visual report preparation, viewshed mapping analysis, Key View analysis, and photo simulations.

Subtask 4.2.7: Traffic and Circulation Memo
Data Collection and Meetings
This scope of work will build off of the previous Intersection Control Evaluation (ICE) prepared for the project. Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the City. Prior to initiating work on this task, Kimley-Horn will scope traffic study approach with City staff. Any additional analysis not included in this scope of work may require an amendment to scope and fee.

The City shall provide all information requested by Kimley-Horn during the project including, but not limited to the following:

- Recent/relevant project area traffic data (i.e., volumes, classifications, speeds, collisions, etc.)

- Forecast traffic data (volume, truck volumes, etc.) in readily useable format for Cumulative Conditions
- Seasonal adjustment factors to convert average daily traffic (ADT) to average annual daily traffic (AADT)

Kimley-Horn will complete a site visit of the immediate project vicinity to observe existing operations and lane configurations, vehicle storage lengths, existing traffic control, speed limits, lane utilization, adjacent land uses, and other readily apparent features for the study facilities that are deemed by Kimley-Horn to be relevant to the Scope of Services.

This Scope of Services includes collection of three (3) total 48-hour weekday, AM and PM peak-period intersection turning movement counts (2 hours each peak, 8 hours total per intersection). We will also collect up to three (3) 7-day bi-directional roadway volume and vehicle classification counts. The purpose of this data is to inform the existing conditions operations analysis, and to establish the existing truck volumes.

Kimley-Horn will participate in up to two (2) total project meetings.

Local Transportation Analysis (LTA)
A weekday AM and PM peak-hour local transportation analysis (LTA) will be completed. This analysis will include a Level of Service (LOS) analysis for the following scenarios:

A. Opening Year Conditions[+]
B. Opening Year plus Proposed Project Conditions[++]
C. Cumulative Conditions[+++]
D. Cumulative plus Proposed Project Conditions[++]

[+] To be established by manually adding annual growth to the existing traffic count volumes
[++] "Proposed Project" involves the conversion from Side-Street Stop Control (SSSC) to Roundabout
[+++] To be established using readily-useable data to be provided by the City

The LOS analysis will be completed for the single project intersection. LOS will be determined for the time periods and analysis scenarios listed above. LOS for each scenario will be determined using methods defined in the *Highway Capacity Manual,* using appropriate traffic analysis software (Synchro® and Sidra®) .

Efforts completed in this Task will be documented in brief technical memorandum format with graphics as deemed appropriate by Kimley-Horn. We will prepare and submit electronic copies of the following deliverables to the project team:

- Draft – comprehensive traffic study
- Final – incorporation of consolidated, non-conflicting comments on the Draft

Task 4.3 NEPA Documentation

Consultant will prepare a NEPA CatEx, with supporting technical studies identified above, pursuant to Section 23 USC 326, 23 CFR 771 activity (c)(23). Consultant will also prepare a Draft Environmental Commitments Record (ECR), if necessary, which will be submitted to Caltrans for review and approval. Should any of the studies identify the need to prepare the more time-consuming Environmental Assessment, a separate scope and fee will be provided to the City.

Task 4.4 CEQA Initial Study/Mitigated Negative Declaration
Consultant will prepare the IS/MND for the roundabout project in conformance with CEQA and the regulations, requirements, and procedures of the City and other responsible Public Agencies with

jurisdiction by law. The analysis will focus on the potential direct and indirect effects of the roundabout projects, considering the environmental resources within and immediately surrounding the existing Williams Road corridor.

Administrative Draft IS/MND
Consultant will prepare an Administrative Draft IS/MND in accordance with industry standards and City CEQA criteria. Consultant will evaluate relevant and readily available information with respect to the existing conditions, the potential adverse effects of project implementation (both individual and cumulative), and measures to mitigate such effects.

Consultant will conduct quality control review of each IS/MND submittal prior to its submittal to City for review. The IS/MND will be reviewed for compliance with CEQA guidelines and requirements. Consultant will review the document to make sure that the IS/MND is consistent with the guidelines related to CEQA, City regulations, and any other applicable guidelines, regulations, or laws. In addition, the analysis in each environmental topical section will be evaluated to verify that the potential indirect and direct impacts of the proposed project are thoroughly addressed, and adequate minimization, avoidance or mitigation measures are included.

Consultant will prepare the Administrative Draft IS/MND and submit electronically to the City for review.

Should one or more impacts be identified as significant and unavoidable after mitigation, thus necessitating the preparation of an Environmental Impact Report (EIR) under CEQA, a separate scope of work and budget can be prepared for the City.

Screencheck Draft IS/MND
Upon receipt of City review comments, Consultant will revise the Administrative Draft IS/MND and provide a Screencheck Draft IS/MND for final City approval prior to public review. Consultant will respond up to two (2) rounds of City comments received on the Administrative Draft IS/MND.

Public Distribution and Review
Electronic document availability is highly recommended and encouraged. However, up to five (5) copies of the Public Review Draft IS/MND will be provided for public review at public locations. Consultant will also prepare required noticing. Document distribution to local agencies or property owners shall be the responsibility of the City. Consultant can assist with electronic document submittal to the State Clearinghouse if requested by the City.

Consultant will work with the City to prepare a Notice of Intent to Adopt a Mitigated Negative Declaration and Notice of Availability for an Initial Study for publication in the newspaper of general circulation.

Response to Comments
Consultant will respond to comments received on the Draft IS/MND during the 30-day public review period. The Draft Responses to Comments will be prepared for review by City staff. Following review of the Draft Responses to Comments, Consultant will finalize the Response to Comments section for inclusion in the Final IS/MND. This scope of work assumes 40 hours of effort for the response to comments.

Final Environmental Document
To comply with the Public Resources Code Section 21081.6 (AB 3180), Consultant will prepare a Draft Mitigation Monitoring and Reporting Program (MMRP) which will be submitted to the City for review and approval. Consultant will respond to one (1) complete set of City comments on the Draft MMRP. The Draft MMRP will be defined through working with staff to identify appropriate monitoring steps and procedures in order to provide a basis for monitoring such measures during and upon

project implementation. The Final IS/MND will be assembled including the Draft IS/MND, Comments and Responses, Technical Appendices, and Final MMRP.

Consultant will complete the CEQA process for environmental clearance including the filing of the Notice of Determination (NOD). A draft NOD will be prepared and submitted to the City for review and comment. Following the review, Consultant will prepare a Final NOD and submit to the City. Consultant will work with the City to file the NOD with the City Clerk's office within five (5) days of the City approval of the IS/MND and/or project. At that time, the City will also pay the current CDFW CEQA Document Filing Fee. The filing fee is not included in the budget.

Task 4.5 Environmental Coordination and Meeting Attendance

Project Coordination: Kimley-Horn's environmental task leader will provide project management, review, quality control/quality assurance throughout the duration of Task 4. The task leader will coordinate with state and local agencies regarding the environmental documents.

Meeting Attendance: Consultant's environmental task leader estimates and has budgeted for up to 12 meetings with City staff. Meetings include the PES Form site visit, a "kick-off meeting", and ongoing project status/strategy meetings, and up to 2 public meetings. This scope of work assumes a total of 40 hours for meeting and coordination time.

TASK DELIVERABLES

- Administrative Draft IS/MND (PDF)
- Public Review Draft IS/MND (with appendices/technical memos) (PDF)
- Written Responses to Public Comments (PDF)
- Mitigation Monitoring and Reporting Program (PDF)
- Draft CEQA Notices (NOI/NOA, NOC, NOD) (PDF)

Schedule

We will provide our services as noted in the above Scope of Services and will complete the work within a schedule mutually agreed to at the kick-off meeting.

Fee and Billing

Kimley-Horn will perform the services in Tasks 1 - 4 on a labor fee plus expense basis with the maximum labor fee shown below.

Task 1	Project Management, Coordination, & Documentation	$ 39,790
Task 2	Public Outreach and Stakeholder Coordination	$ 52,270
Task 3	Preliminary Engineering	$ 66,700
Task 4	Environmental Documentation	$ 160,130
	Maximum Labor Fee	$ 318,890
	Direct Costs	$ 59,975
	Total Contract	$ 378,865

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.10 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a ten percent (10%) markup, will be immediately issued to and paid by the Client.

Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Additional Work

Kimley Horn is fully prepared to immediately start the preparation of plans, specifications, and estimates (PS&E) construction documents should the City seek to continue the contract.

We appreciate the opportunity to provide these services to you. Please contact me at (916) 571-1016 if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Sean Houck, P.E.

P.E. No. C59500

CITY OF SALINAS
Williams Road SS4A PA&ED

		Kimley-Horn and Associates, Inc.									
		Sr. Professional II	Sr. Professional II	Sr. Professional I	Sr. Professional I	Professional	Analyst II	Analyst I	Project Support	TOTAL HOURS	TOTAL COST
	Hourly Billing Rate	$415	$360	$325	$275	$255	$225	$175	$150		
Task 1	**Project Management, Coordination, & Documentation**		**42**		**2**	**84**			**18**	**146**	**$ 39,790**
1.1	Project & Grant Administration					30			18	48	$ 10,350
1.2	Coordination and Meetings		40			40				80	$ 24,600
1.3	Coordination for RFA for PS&E		2		2	14				18	$ 4,840
Task 2	**Public Outreach and Stakeholder Coordination**	**4**	**42**	**12**	**10**	**68**	**20**	**40**		**196**	**$ 52,270**
2.1	Stakeholder Coordination										
2.1.1	City Staff Design Meetings		8			8				16	$ 4,920
2.1.2	Stakeholder Meetings		6			10				16	$ 4,710
2.1.3	Meetings with City Council Members and City Commission Groups		8			12				20	$ 5,940
2.2	Community Meetings and Coordination		12			18				30	$ 8,910
2.3	Project Information and Outreach Materials	4	8	12	10	20	20	40		114	$ 27,790
Task 3	**Preliminary Engineering**		**10**	**34**	**10**	**110**	**40**	**70**		**274**	**$ 66,700**
3.1	Concept Refinement		10	6	4	40	40	60		160	$ 36,350
3.2	Greenstreet & Stormwater Evaluation			20		50				70	$ 19,250
3.3	Urban Design Palate Concepts			6		20				26	$ 7,050
3.4	Utility Coordination			2	6			10		18	$ 4,050
Task 4	**Environmental Documentation**	**2**		**98**	**106**	**220**	**72**	**110**	**45**	**653**	**$ 160,130**
4.1	PES and APE Map			6				20		26	$ 5,450
4.2	Technical Study Work Program										
4.2.1	Air Quality Analysis			2	20	35				57	$ 15,075
4.2.2	Acoustical Analysis			2	16	45				63	$ 16,525
4.2.3	Hazardous Materials Memorandum					20				20	$ 5,100
4.2.4	Natural Environment Study/Biological Assessment			2			2			4	$ 1,100
4.2.5	Cultural Resources			2	40	40			15	97	$ 24,100
4.2.6	Visual Assessment Memorandum			2			10			12	$ 2,900
4.2.7	Traffic and Circulation Memorandum	2		16	30	40	60	20	10	178	$ 42,980
4.3	NEPA Documentation			16						16	$ 5,200
4.4	CEQA Initial Study/Mitigated Negative Declaration			20		40		60	20	140	$ 30,200
4.5	Environmental Coordination and Meeting Attendance			30				10		40	$ 11,500
	TOTAL HOURS	**6**	**94**	**144**	**128**	**482**	**132**	**220**	**63**	**1269**	
	Subtotal Labor:	**$2,490**	**$33,840**	**$46,800**	**$35,200**	**$122,910**	**$29,700**	**$38,500**	**$9,450**		**$ 318,890**
	Other Direct Costs										**$ 59,975**
	Escalation										$ 7,975
	Natural Environment Study/Biological Assessment										$ 40,000
	NDS Traffic Counts										$ 10,000
	Travel/Mileage										$ 2,000
	TOTAL COST:										**$ 378,865**

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

2) **Client's Responsibilities**. In addition to other responsibilities herein or imposed by law, the Client shall:
   a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
   b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
   c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
   d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
   e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
   f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
   g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
   h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.

3) **Period of Services**. Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.

4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
   a. Invoices will be submitted periodically for services performed and expenses incurred. Invoices are due and payable upon presentation. Client shall pay Kimley-Horn a time price differential of one and one-half percent (1.5%) of the outstanding amount of each invoice that is overdue for more than 30 days. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. If the Client fails to make any payment due under this or any other agreement within 30 days after presentation, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid, and may commence legal proceedings including filing liens to secure payment.
   b. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
   c. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
   d. If Kimley-Horn initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
   e. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.

5) **Use of Documents.** All documents and data prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's documents, or any reuse of the documents without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by Kimley-Horn, the hardcopy shall govern.

6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at https://www.kimley-horn.com/khts-software-license-agreement ("the License Agreement") which terms are incorporated herein by reference.

7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.

9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.

10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or $50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.

14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

15) Hazardous Substances and Conditions. Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.

16) **Construction Phase Services.**

a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.

17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.

19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of California. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior

and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.