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

This Agreement for Professional Services (the "Agreement") is made and entered into this 4th day of April 2017, by and 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 it is specially trained, experienced, and competent to perform the special services which will be required by this Agreement; 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. <u>Scope of Service</u>. The project contemplated and the scope of Consultant's services are described in <u>Exhibit A</u>, attached hereto and incorporated herein by reference.

a. This agreement shall include the Federal Mandatory Fiscal Provisions per <u>Exhibit B</u> attached hereto and incorporated herein as part of the agreement.

2. <u>Term; Completion Schedule</u>. This Agreement shall commence on April 4, 2017, and shall terminate on April 4, 2021, unless extended in writing by either party upon thirty (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. Consultant shall fully comply with all time-lines for performance of its consulting services set forth in **Exhibit C**.

3. <u>Compensation</u>. City hereby agrees to pay Consultant for services rendered the City pursuant to this Agreement in an amount not to exceed \$769,531.13 in accord with Consultant's Schedule of Charges as shown on <u>Exhibit D</u>.

4. <u>Billing</u>. 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 within 30 calendar days.

5. <u>Additional Copies</u>. 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.

6. <u>Responsibility of Consultant</u>.

a. 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 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.

b. Consultant shall assign a single Project Director to have overall responsibility for the execution of this Agreement for Consultant. **Dave Sorensen, T.E., Project Manager**, is hereby designated as the Project Director for Consultant. Any changes in the Project Director designee shall be subject to the prior written acceptance and approval of the City Manager.

7. <u>**Responsibility of City.</u>** To the extent appropriate to the projects to be completed by Consultant pursuant to this Agreement, City shall:</u>

a. Assist Consultant by placing at his 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. **Frank Aguayo, P.E.,** Interim City Engineer, 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.

8. <u>Acceptance of Work Not a Release</u>. 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.

9. <u>Indemnification and Hold Harmless</u>. Consultant shall indemnify, defend, and hold City and its officers, employees, and agents harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to any property, or violation of any relevant federal, state or municipal law or ordinance, or other cause to the extent arising from negligent, recklessness or intentional wrongful acts or omission of Consultant, its employees, subcontractors or agents, or on account of the negligent performance or character of the work, performed in breach of the applicable standard of care, except for any such claim arising from the negligence or willful misconduct of the City, its officers, employees or agents. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.</u>

Consultant shall reimburse the City for all costs and expenses including, but not limited to court costs, incurred by the City in enforcing the provisions of this section.

10. <u>Insurance</u>.

a. Consultant shall, throughout the duration of this Agreement, maintain comprehensive general liability and property insurance covering all operations of the Consultant, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

b. Consultant shall maintain the following limits:

General Liability - Contractor shall at all times during the term of this Agreement maintain in effect a policy or policies having an A.M Best rating of A-Class VIII or better for bodily injury liability, personal injury, advertising injury and property damage, including product liability insurance with limits on the Declarations Page but not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000) in the general aggregate and products/completed operations aggregate insuring against any and all liability of the insured with respect to premises and products/completed operations. Liability coverage shall also include coverage for underground work and/or construction performed (if applicable). The coverage afforded to the additional insureds under the Contractor's policy shall be primary insurance and non-contributory. If coverage is on a claims-made basis, the Contractor shall maintain "tail coverage" no less than ten (10) years after the expiration date of the policy or policies. Any policy or policies carrying a deductible of more than \$25,000.00 may be subject to review by the City of the Contractor's financials.

Umbrella or Excess - Contractor shall provide limits on the Declarations Page but not less than

Two Million and 00/100 Dollars (\$2,000,000) per occurrence and Two Million and 00/100 (\$2,000,000) in the aggregate on a follow - form basis having an A.M Best rating of A-Class VIII or better.

Auto Liability - Contractor shall provide limits on the Declarations Page but not less than One Million and 00/100 (\$1,000,000.00) combined single limit for bodily injury and property damage having an A.M Best rating of A - Class VIII or better. Automobile Liability Symbol 1 (any auto), if the Company owns automobiles. An entity without autos shall have "Non -owned and Hired" coverage (Auto Symbols 8 & 9). The City and its elected and appointed officers, boards, commissions, agents and employees shall be named as Additional Insureds.

Workers' Compensation – Contractor shall provide Workers' Compensation Insurance sufficient to meet its statutory obligation and to provide benefits for employees with claims of bodily injury or occupational disease (including resulting death) as required by the State of California and Employer's Liability Insurance for One Million and 00/100 Dollars (\$1,000,000). Waiver of Subrogation for Workers' Compensation in favor of the City of Salinas is required.

Professional Liability - Contractor shall provide limits on the Declarations Page but not less than One Million and 00/100 Dollars (\$1,000,000) per claim and One Million and 00/100 Dollars (\$1,000,000) in the aggregate having an A.M Best rating of A-Class VIII or better.

c. All insurance companies with the exception of "Worker's Compensation" and "professional errors and omissions" affording coverage to the Consultant shall be required to add the City of Salinas, its officers, and, agents as additional "insured" by endorsement under the insurance policy and shall stipulate that this insurance policy will operate as primary insured for the work performed under this Agreement and that no other insurance affected by the City or other named insured will be called upon to contribute to a loss covered thereunder. The policy shall contain no special limitations on the scope of protection afforded to City, its officers, employees or agents.

d. All insurance companies affording coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner to transact the business of insurance in the State of California.

e. All insurance companies affording coverage shall provide thirty (30) days written notice by certified mail to the City of Salinas should the policy be canceled or reduced in coverage before the expiration date. For the purpose of this notice requirement, any material change prior to expiration shall be considered cancellation.

f. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City's Risk and Benefits Analyst, concurrently with the submittal of this Agreement. A statement on the insurance certificate which states that the insurance company "will endeavor" to notify the certificate holder, "but failure to mail such notice shall impose no obligation or liability of any kind upon the Consultant, its agents or representatives" does not satisfy the requirements of this subsection. The Consultant shall ensure that the authorized representative of the insurance company strikes the above quoted language from the certificate.

g. Consultant shall provide a substitute certificate of insurance no later than ten (10) days prior to the policy expiration date. Failure by the Consultant to provide such a substitution and extend the policy

expiration date shall be considered default by Consultant. In the event Consultant is unable to provide a substitute certificate of insurance within the time prescribed in this subsection, Consultant shall provide written confirmation of renewal, in a form satisfactory to the City, to act as proof of insurance only until such time as a certificate of insurance has been received by the City.

h. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatever and the Consultant may carry, at its own expense, such additional insurance as it deems necessary.

11. <u>Access to Records</u>. 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.

12. <u>Assignment.</u> 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.

13. <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. Rate of compensation shall be based upon the Consultant's Schedule of Charges as shown in <u>Exhibit D</u> of this Agreement. 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.

14. <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.

15. <u>Termination</u>.

a. City shall have the authority to terminate this Agreement, upon 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

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(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 including demobilization of field operations based on standard terms and rates shown in **Exhibit D**, 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 14 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.

16. <u>**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.</u>

17. <u>Exhibits Incorporated</u>. 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.

18. <u>Independent Contractor</u>. 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.

19. <u>Integration and Agreement</u>. 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.

20. <u>Jurisdiction</u>. This Agreement shall be administered and interpreted under the laws of the State of California. 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.

21. <u>Severability.</u> 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.

22. <u>Notices</u>.

a. Written notices to the City hereunder shall, until further notice by City, be addressed to:

Deputy Director of Public Works /City Engineer City of Salinas 200 Lincoln Ave. 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 Attn: Dave Sorenson 6 Quail Run Circle, Suite 102 Salinas, CA 93907

c. The execution of any such notices by the City Manager of the City 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.

23. <u>Nondiscrimination</u>. 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, or disability.

24. <u>Conflict of Interest</u>. 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.

25. <u>Headings</u>. 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.

26. <u>Attorney's Fees</u>. 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.

27. <u>Non-Exclusive Agreement</u>. 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.

28. <u>**Rights and Obligations Under Agreement.**</u> 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.

29. <u>Licenses</u>. 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.

30. <u>**Counterparts.**</u> 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.

31. <u>Legal Representation</u>. Each party affirms that it has been represented 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.

32. 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.

33. 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.

34. 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

Gary E. Petersen, CAE Public Works Director

Date

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney

Mapah 21,2017 Date

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CONSULTANT

3/20/2017

Date

By: Dennis Its: Senior Vice President

KHACA 03

EXHIBIT LIST:

- 1. EXHIBIT A- PROJECT SCOPE
- 2. EXHIBIT B- FEDERAL PROVISIONS
- 3. EXHIBIT C- SCHEDULE
- 4. EXHIBIT D- PROPOSAL

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EXHIBIT A- Scope of Services

Project Scope

Task 1: Project Management

This task includes the management of the project from initiation through completion of Task 5. The services provided include project initiation, planning, administration, coordination, meeting attendance, and quality control as described below.

Task 1.1: Project Management

Kimley-Horn's project manager will play an active role in the management and coordination of the project. KH will provide management and coordination of KH staff and subcontractors, including management and review of Consultant team contracts and deliverables. Kimley-Horn will track and manage the work based on the agreed upon project scope. Kimley-Horn will develop a project schedule at the start of the project, and will review and update it monthly.

Kimley-Horn will host, prepare and provide access to Share-File, a website for on-line storage of project deliverables. The City will be given access to this cloud service to access files for download or upload and post files for Kimley-Horn.

On a quarterly basis, Kimley-Horn will prepare a brief written summary of work that has been accomplished in the quarter. The summary will include a list of impediments and actions required to work through each impediment to keep the project on schedule and budget. A project schedule showing project meetings and project deliverables will be incorporated into the report.

For budget purposes, we estimate the total duration of this task to be approximately 24 months.

- Prepare monthly invoices in accordance with contract requirements.
- Insurance certificates, updated as necessary to remain current.
- Quarterly Work Summary Reports and Project Schedule
- Internal peer review of documents

Task 1.2: Project Initiation and Kick-Off

- Review and catalog data, as-built information, files, and reports provided by client
- Review previously developed concepts provided by client
- Conduct cursory evaluation of potential value engineering opportunities
- Facilitate project kick-off meeting and workshop to:
 - o Establish project goals, objectives, and schedule of deliverables
 - Establish basic design standards and guidance
 - o Summarize KH review of provided data, reports, and concepts
 - Identify value engineering opportunities
 - Identify constraints and/or other existing conditions that may increase construction costs
 - Identify potential traffic control and phasing strategies

Task 1.3: Project Meetings and Consultation

An initial budget has been established to participate in up to 8 project coordination meetings over the phone and up to 4 project coordination meetings at City offices. This task includes time spent in the preparation of exhibits, agendas, meeting minutes in an action format, sign-in sheets, travel, and meeting participation will be invoiced on a time and materials basis. An allocation of 100 hours has been assumed in our budget for this subtask.

Task 2 Base Mapping and Survey

2.1 Photogrammetric Mapping/Digital Orthophotography

Aerial mapping will be generated from color imagery along the project corridor and shall be cross sectioned at 50 ft beyond the existing and anticipated right-of-way lines. Mapping will be taken with a photo scale of $1^{"} = 240^{"}$ at a mapping scale of $1^{"} = 40^{"}$.

The approximate limits of the supplemental survey are as follows:

- East Alisal Street / Alisal Road beginning approximately 200 feet west of Tampa Street and ending approximately 1000 feet south of Sconeberg Parkway
- Sconeberg Parkway from Alisal Street to approximately 300 feet east of Monte Bella Boulevard
- Bardin Road from East Alisal Street / Alisal Road to Approximately 100 feet north of Williams Road

Deliverables:

- Aerial base mapping compiled at a mapping scale of 1" = 40' with 1-foot contour interval in AutoCAD (.dwg) format.
- Seamless Color Digital Orthophoto(s) at 0.2' pixel resolution

Praxis Consolidated International (Praxis) will perform field surveying and mapping services to support the design effort. Praxis will assemble and review readily available existing data, obtain new field data (as noted herein), and prepare topographic mapping for the project. All Surveying and Mapping shall comply with the provisions of the Professional Land Surveyors Act, Section 8700 to 8805 Business and Professions Code, the provisions of the California Coordinate System, Sections 8801 through 8819 of the Public Resources Code and any other applicable codes in the State of California.

Control Survey

• Perform control network survey. Control and mapping will be tied to the City of Salinas GPS Control Network.

Supplemental Survey

- Perform field survey to supplement a portion of the aerial mapping, including surface utilities, match
 points, and fixed works that may influence final design. Storm drain and sewer manholes will be
 opened where possible to measure the invert depth, and to identify the direction and size of pipes.
- The approximate limits of the supplemental survey are as follows:
 - East Alisal Street / Alisal Road beginning approximately 125 feet west of the Hartnell College driveway and ending approximately 500 feet south of Sconeberg Parkway
 - Sconeberg Parkway from Alisal Street to approximately 500 feet east of Alisal Road
 - Bardin Road from East Alisal Street / Alisal Road to Williams Road.

Base Mapping

- Use aerial and supplemental mapping data to map subsurface utilities.
- Combine mapping data into a base map in AutoCad C3D format. Mapping will have a title sheet with surveyor's notes, vicinity map, legend, and a control point listing with descriptions and coordinates for use in construction documents.

Right of Way

- Research right of way maps, recorded survey maps, and recorded documents.
- Perform field survey to establish the existing street right of way. Extent of right of way survey generally defined in supplemental survey limits.
- Combine mapping data into a right of way map in AutoCad Civil 3D format. Mapping will have a title sheet with surveyor's notes, vicinity map, legend, and a control point listing with descriptions and coordinates for use in construction documents.

Record of Survey

- Prepare Record of Survey to document the Right of Way survey.
- File and process Record of Survey with County Surveyor.
- Setting or reestablishing monumentation is not assumed in these services.

Task 3: Preliminary Engineering

Task 3.1 Geotechnical Engineering

For the Bardin Road Safe Route to School Enhancement Engineering Services Project (Project), WRECO will be responsible for the Materials Report, Full Depth In-Place Recycle Study, Limited Environmental Site Assessment (ESA), and Limited Phase 2 ESA.

Task 3.1.1 Data Review

WRECO will review readily available data, including previous studies, as-built data, and readily available previous geotechnical studies performed along the project alignment.

Task 3.1.2 Field Investigation

To provide the design and construction recommendations for the proposed improvements, WRECO will perform a field investigation to determine the existing roadway pavement sections and native subgrade soils. WRECO will perform the following items of work:

- Pay fees and obtain an Environmental Health permit from Monterey County Health Department for the purpose of boring work.
- Obtain at no cost an Encroachment Permit to work within the City of Salinas to perform the boring work.
- Mark out in white paint and call USA South Dig Alert a minimum of 72 hours before the start of the field drilling work.
- Drill up to ten (10) soil borings to depths of 5 to 15 feet below existing grade in the travel way to measure the existing structural pavement sections and obtain disturbed soil samples for visual identification, and later, laboratory testing. The borings will be

backfilled with lean cement and capped with SET45 high strength grout dyed black to match the existing pavement.

• Recovered samples will be tested for R-value, optimum moisture/maximum dry density, plasticity and expansive index, and gradation.

The descriptions of the soils encountered and summary of laboratory testing will be provided on Boring Logs, and the locations of the borings will be provided on a Boring Location Map.

Deliverables:

- Boring Location Map
- Boring Logs
- Summary of Laboratory Testing Results

Task 3.1.3 Materials Report

WRECO will also prepare a Materials Report in general conformance with the Caltrans guidelines in effect at the time of contract execution for the new and rehabilitated roadways. The report will provide the following:

- Summary of the scope of work performed for this study.
- Summary of the local geology as it pertains to the project.
- Summary of the field exploration work and soil laboratory testing results performed for this study.
- New hot mix asphalt structural pavement sections, including sections with lime/cement treated subgrade, and pavement sections using Subgrade Enhancing Geotextiles for construction and cost purposes, along with traditional hot mix asphalt/AB.
- A discussion regarding clearing and grubbing, subgrade preparation, surface water control during construction, and pavement drainage.
- Recommendations for any new or extended cross culverts, utility trench excavations, pipe bedding, and trench backfill.

Deliverables:

- Draft Materials Report (PDF and 3 hard copies)
- Final Materials Report based upon one round of consolidated comments (PDF and 3 hard copies)

3.1.4 Full Depth In-Place Recycle Study

WRECO will perform a Full Depth In-Place Recycle using Cement (FDR-C) study of the existing pavement section so the existing pavement can be transformed into a "super-stabilized base" for placement of the new structural section. WRECO will obtain the materials required to perform the study during the field investigation work for the Material Report study and then determine the percent cement and/or lime required to create the stabilized base including depth of treatment and percent cement/lime based upon compressive strengths of the mix designs.

Deliverables:

- Draft Full Depth In-Place Recycle Study (PDF and 3 hard copies)
- Final Full Depth In-Place Recycle Study based upon one round of consolidated comments (PDF and 3 hard copies)

3.1.5 Limited Environmental Site Assessment (ESA)

WRECO will coordinate a Limited Environmental Site Assessment of the Project site to characterize the potential for hazardous wastes to be in the near vicinity of 425 Bardin Road. The Geotracker website shows the site in the north end of the dirt area between Bardin Road and E. Alisal Street, across from the elementary school. The following is the work to be performed under this task:

- Obtain, at no cost to WRECO, a Right of Entry Permit to work within the City of Salinas.
- Mark out in white paint and call USA South Dig Alert a minimum of 72 hours before the start of the field drilling work.
- Using a Geoprobe, sample at four locations in the near vicinity of the previously located UST. Using the Geoprobe and acetate liners, obtain continuous soil samples in the upper 10 feet of the soil column. Acetate liners will be cut to sample length and sealed for transport.
- Transport the acquired samples to an accredited analytical laboratory for testing. The samples will be transported under Chain-of-Custody per current industry standards.
- Selected samples will be tested for CAM-17 and TPHC.

Task 3.1.6Limited Phase 2 ESA Report

WRECO will prepare a Limited Phase 2 ESA Report to document the field investigation and provide results of the environmental sampling and testing. The memo will contain the following:

- Overall Project description.
- Scope of work performed for this study.
- Summary of the testing results and any reportable levels of hazardous wastes.
- A discussion of off-site disposal of materials found to be hazardous.
- **Deliverables:**
 - Draft Limited Phase 2 ESA Report (PDF and 3 copies)
 - Final Limited Phase 2 ESA Report based upon one round of consolidated comments (PDF and 3 copies)

Task 3.17 Infiltration Testing

WRECO will perform two infiltration tests within the project limits to determine the infiltration rates of the site soils. The infiltration testing will be performed following the Standard Test Method for Infiltration Rate of Soils in Field Using Double-Ring Infiltrometer ((ASM D3385). The results of the testing will be summarized in memo formation and will contain the following:

- Overall project description
- Scope of work performed for this study
- Summary of the two infiltration testing results
- Discussion of the deign infiltration rate determination for the project site
- **Deliverables:**
 - Draft Infiltration Testing Memo (PDF and 3 copies)
 - Final Infiltration Testing Memo (PDF and 3 copies)

Task 3.2 Hydrology / Hydraulics / Drainage Report

Kimley-Horn will evaluate existing and proposed storm drainage patterns and develop alternatives, for collecting and disposing of onsite storm drainage. Kimley-Horn will identify the location of any storm water detention/retention ponds, improvements to existing points of storm water, control of off-site drainage across site and general routing of underground drainage piping. Kimley-Horn will determine effective means of collecting and conveying on-site storm drainage runoff to the point of discharge while conforming with regional and local codes and regulations.

Kimley-Horn will design roadway grading for on-site storm water collection, storage and runoff control. The design will also route the site storm drainage from the proposed Bardin Road roundabout into the existing storm drain while meeting the requirements of the City of Salinas. However, if required, it may be necessary to expand the existing or construct a new storm water detention system to collect runoff from the proposed Bardin Road roundabout. Such design would be considered an additional service. This design will be in accordance to the recommendations provided by the Geotechnical Report.

Kimley-Horn will design a storm drainage system to include surface drainage, pipelines, catch basins, flow collection/control structures, and erosion control requirements.

As a road project in the City of Salinas, the proposed roundabout is anticipated to result in a 50 percent or more alteration of existing impervious surface to an existing road. With that in mind, Kimley-Horn anticipates including the runoff from the entire project site in the system design. Since the project creates or replaces more than 2,500 square feet of new impervious surface, Kimley-Horn anticipates that the Bardin Road roundabout will be required to comply with Requirements 1, 4, and 5 from the City of Salinas Stormwater Development Standards. Kimley-Horn anticipates using space available to provide stormwater treatment and runoff retention to ensure that the Post Development Peak Flows do not exceed the pre-project peak flows for the 2- through 100-year rainfall events. However, is there is not sufficient space to meet City of Salinas stormwater treatment and runoff retention, proprietary devices may be required.

Kimley-Horn anticipates needing to perform continuous simulation hydrologic modeling using Salinas HM to demonstrate that the Post Development Peak Flows do not exceed the pre-project peak flows. Per FEMA flood maps, the proposed project is in FEMA Zone X and is outside of the regulated floodplain.

Kimley-Horn will provide draft and final Drainage Report, Stormwater Control Plan and Operations and Maintenance Plan.

Drainage and stormwater quality support to the CEQA and NEPA process is not included in this scope of services.

Task 3.3 Geometric Approval Drawings

The complexity of roundabout design lends itself to a 2 phase approach in developing geometric approval drawings. The first phase is development of roundabout concepts based on traffic operations and aerial imagery (or aerial topography if available). The primary purpose is to efficiently produce potential alternatives to identify the most effective solution for the community without conducting costly design checks for fast path, sight lines, etc. The second phase is the development of the Geometric Approval Drawings (GAD) based on the selected concept.

Task 3.3.1: Develop Concept Roundabout Layouts

The primary purpose of this task will be to establish the design year footprint of the Alisal / Bardin / Sconeberg roundabout intersections including the number of approach, departure, turn, and circulatory lanes. Up to three (3) conceptual layouts will be prepared for the roundabout intersection control alternatives for the design year condition. If a phased construction approach is justified based on service and design life roundabout operations, an ultimate and one interim layout will be developed. Layouts will be developed in CADD using aerial images and available topographic mapping. Colored, 2D concept renderings will depict critical intersection features and geometric design elements based on the traffic operations analysis. The layout will include colored pavement markings based on the California MUTCD, color coded areas identifying landscape opportunities, and the potential for vertical obstructions based on estimated sight lines. Key features evaluated during this phase typically include:

- Identification of deviations from design standards
- Alignment of approaches and departures
- Number of approach, departure, turn, and circulatory lanes
- Channelization
- Size and location relative to right-of-way and geometric constraints
- Design speed, design vehicle, and sight line considerations
- Local access / access control considerations
- Driveway / access alternatives for affected residents on the corner of Bardin Road and East Alisal Street.
- Pedestrian and bicycle facilities
- Circulation for drop off / pick up at Bardin Elementary School

The concept drawings will be prepared for review by the City of Salinas, Hartnell College, Alisal Union School District, and the County of Monterey. One round of revisions will be made based upon consolidated comments.

Deliverable:

• Three Concept Layouts in pdf

Task 3.3.2: Develop Geometric Approval Drawings

KH will prepare a roll plot for the roundabout geometric approval drawings (GAD) based on the concept layout selected in Task 3.3.2, topographic survey data, and horizontal control. The GAD will be submitted to the City for approval. The RGAD will extend to the project conform with existing street infrastructure and will establish horizontal control and critical geometric elements such as curb geometry, lane widths, channelization, lane transitions, pavement markings, illumination, and conform conditions. Typical Sections of each leg, including the roundabout circulatory roadway and central island will be included.

Exhibits will be prepared that identify key roundabout design check calculations such as design vehicle tracking, fastest path and speed consistency calculations, and sight lines for intersection and stopping sight distances. A composite sight line exhibit will be prepared that illustrates the vertical height limitations will be required for landscaping and permanent street fixtures.

GAD will provide basic centerline profile, estimated grading limits and concept contour grading plan, pavement delineation, major drainage features and post-construction treatment areas (if necessary), limits of structures such as retaining walls, and access control.

Deliverable

- Geometric Approval Drawing
- Design Vehicle tracking and swept path
- Estimated fastest paths, fastest path speeds, and speed consistency calculations
- Sight lines for Intersection sight distances and stopping sight distances, including calculations.
- Composite sight line exhibit

Task 3.4 Utility Coordination

KH will research existing utility companies within the project area, establish appropriate contact information, send Utility Notification Letters A, B, and C, and conduct up to one meeting and one formal conference call with up to four affected utility companies. Utility "A" letters will be prepared on City of Salinas letterheads.

Consultant will identify the utility poles that will need to be relocated under the proposed roundabout design and prepare an exhibit depicting the affected above-ground facilities, as well as underground utilities that may be impacted by the relocation/undergrounding of overhead wires and poles. City will coordinate with utility providers to identify responsibility to relocate/underground facilities and identify cost to City (if any).

An expense budget for potholing of gas and water utilities of \$14,000 has been established.

Task 4 Coordination and Outreach

Task 4.1 Hartnell College Coordination

KH will support the City in discussions with Hartnell College about potential right of way acquisition of property currently being leased to an ag company for farming. KH will prepare up to three exhibits in support of the meeting. A budget of 10 hours is assumed for this coordination.

We recommend that this task be conducted at the end of Task 3.4.1. The conceptual drawings will be developed to a sufficient level of detail to establish likely right of way needs for project construction. Adjustments to the conceptual designs as a result of the coordination with Hartnell College will be reviewed with the City prior to proceeding with preparation if the GAD.

Task 4.2 Outreach

KH will assist the City in conducting outreach to the community for the project. We assume the City will coordinate the outreach with community and property owners and organize and facilitate public

outreach meetings during the initial planning phase, design phase and construction phase. This will include meeting agendas and minutes.

KH will assist the City by providing meeting exhibits and other technical information as needed. We have budgeted attendance for two outreach meetings.

KH will collect pedestrian and bicycle counts for the project, approximately one-year prior to the start of construction.

Task 5 Plans, Specifications and Engineer's Opinion of Probable Costs

The KH team will prepare roadway, landscape plans, and engineer's opinion of probable costs at 60%, 90% and Final Design based on the approved Geometric Approval Drawings. Specifications shall be prepared at 90% and Final Design for the PS&E packages and submitted in Word format. The Engineer's Opinion of Probable Cost will be prepared at 60%, 90% and Final Design and will be submitted in Excel format. The plans shall be prepared utilizing current Caltrans Procedures Manual, Standard Specifications and Standard Plans, City Standards, and County Standards, in effect at the time of contract execution, and included the following items:

- Title Sheet and Location Map (1)
- Abbreviations and General Notes (1)
- Horizontal Control (1)
- Typical Sections (3)
- Demolition Plans (4)
- Roundabout Layout Sheets (4)
- Roundabout Profile Sheets (4)
- Roundabout Construction Details, Median Details (6)
- Roundabout Contour Grading Sheets (2)
- Plan/Profile Sheets with Drainage Layout (4)
- Bulb-out and Curb Ramp Replacement Details (4)
- Water Pollution Control Plans (4)
- Utility Plans (8)
- Street Lighting Plans (4)
- Signing and Striping Plans (8)
- Traffic Signal Plans (2)
- Construction Traffic Staging Concepts(4)
- Roundabout Landscaping and Irrigation Plans and Details (10)

Estimated number of Plans: 74

After each submittal, KH will attend one meeting to review comments and resolve any remaining issues that may occur during review by the City. It is assumed that one consolidated set of comments will be provided by the City at least one week prior to the meeting. KH will provide written responses to the consolidated set of comments at least one day prior to the review coordination meeting.

Deliverables:

- 60% Plans and Estimate (pdf, 11x17)
- 90% Plans, Specifications and Estimate (pdf, 11x17)
- Final Plans, Specifications, and Estimate (pdf, 11x17)

• Construction bid package (wet signed mylar copy, digital copy of plans in AutoCad and pdf, specifications in Word, Estimate in Excel)

Task 6 Bidding Assistance (T&M)

This phase of project activities consists of design support services from the time of advertisement through project award. Kimley-Horn will perform these services on a Time and Materials basis, as requested by the City.

Kimley-Horn team will provide design support during project advertisement by answering contractor inquiries and preparing addendums as requested by the City of Salinas. The level of effort associated with this task is assumed to total 40 hours for budgeting purposes, and will be performed on a time and materials basis.

Task 7 Construction Assistance (T&M)

This phase of project activities consists of construction support services from the time of project award through substantial completion of construction. The duration of construction is assumed to be 9 months. Kimley-Horn will perform these services listed in Task 7 on a Time and Materials basis, as requested by the City.

Services Provided by the City of Salinas

Consultant will be responsible for the scope of work outlined in the RFP. The City will assist in the following way:

1. City will furnish access to the existing information, reports, data and mapping necessary for carrying out the requested services.

2. The City will coordinate the outreach with community and property owners and organize and facilitate public outreach meetings during the initial planning phase, design phase and construction phase. This will include meeting agendas and minutes. The Consultant shall provide meeting exhibits and other technical information as needed and attend up to two outreach meetings.

3. The City will prepare the California Traffic Commission reports for construction allocation request. City may ask for assistance with exhibits and technical memorandums, as an additional service

4. The City will provide meeting space for project team meetings as deemed necessary.

- 5. The City will prepare the front end of the Specifications.
- 6. The City will coordinate with the utility company for utility pole relocations.
- 7. The City will provide assistance with interagency communication.
- 8. Provide legal access to all property needed to conduct the scope

Extra Services

The following extra services are offered to supplement the project goals by providing an extended work program. Descriptions of the services provide an initial framework for discussion at the kick-off meeting.

Right of Way Support

- Coordinate with title company to obtain Preliminary Title Reports for parcels affected by proposed right of way changes. Title company fees to be reimbursed to KHA.
- Prepare Appraisal Maps showing existing and proposed right of way, one map for each affected parcel. Each title interest (fee, easement, temporary easement, access right of entry, etc.) will be separately identified.
- Prepare legal description and plat for final configuration of right of way parcels, easements, access rights, etc.

Corner Records

It is possible that some monuments may be found in the project area, but that are not included on the Record of Survey map. To be in compliance with the PLS Act:

- Prepare pre-construction Corner Records for monuments that may be disturbed or destroyed.
- Reset monuments disturbed or destroyed by construction.
- Prepare post-construction Corner Records for reset monuments.

EXHIBIT B- Mandatory Fiscal and Federal Provisions

Ехнівіт В

TABLE OF CONTENTSA&E SAMPLE CONTRACT LANGUAGE

Mandatory Fiscal and Federal provisions (Verbatim):

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INTRODUCTION

This contract is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:

Kimley-Horn and Associates

Incorporated in the State of (*California*)

The Project Manager for the "CONSULTANT" will be Dave Sorenson, T.E.

The name of the "LOCAL AGENCY" is as follows:

City of Salinas

The Contract Administrator for LOCAL AGENCY will be Frank Aguayo, P.E.

ARTICLE IV PERFORMANCE PERIOD (Verbatim)

- A. This contract shall go into effect on April 4, 2017, contingent upon approval by CITY OF SALINAS, and CONSULTANT shall commence work after notification to proceed by CITY OF SALINAS'S Contract Administrator. The contract shall end on April 4, 2021 unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on CITY OF SALINAS until the contract is fully executed and approved by CITY OF SALINAS.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS (Verbatim)

Exhibit 10-H attached

A. The method of payment for this contract will be based on actual cost plus a fixed fee. CITY OF SALINAS will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee

benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds CITY OF SALINAS's approved overhead rate set forth in the Cost Proposal. In the event, that CITY OF SALINAS determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by CITY OF SALINAS shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.

- B. In addition to the allowable incurred costs, CITY OF SALINAS will pay CONSULTANT a fixed fee of \$769,531.13. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, CITY OF SALINAS shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by CITY OF SALINAS's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due CITY OF SALINAS including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to CITY OF SALINAS's Contract Administrator at the following address:

City of Salinas

Attn: Frank Aguayo, PE, Interim City Engineer

200 Lincoln Ave. Salinas, CA 93901

- H. The total amount payable by CITY OF SALINAS including the fixed fee shall not exceed \$769,531.13.
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by CITY OF SALINAS's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

ARTICLE VI TERMINATION (Verbatim)

- A. CITY OF SALINAS reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. CITY OF SALINAS may 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 OF SALINAS may proceed with the work in any manner deemed proper by CITY OF SALINAS. If CITY OF SALINAS terminates this contract with CONSULTANT, CITY OF SALINAS shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to CITY OF SALINAS 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.
- C. The maximum amount for which the CITY OF SALINAS shall be liable if this contract is terminated is \$2,000 dollars.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS (Verbatim)

- 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 OF SALINAS.

ARTICLE VIII RETENTION OF RECORDS/AUDIT (Verbatim)

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 OF SALINAS 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 OF SALINAS, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and it's 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.

ARTICLE IX AUDIT REVIEW PROCEDURES (Verbatim)

- 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 OF SALINAS'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by CITY OF SALINAS'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 OF SALINAS 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 OF SALINAS contract manager to conform to the audit report shall be incorporated into the contract by this reference if directed by CITY OF SALINAS 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.

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

ARTICLE X SUBCONTRACTING (Verbatim)

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between CITY OF SALINAS 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 OF SALINAS 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 OF SALINAS'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 OF SALINAS'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 OF SALINAS.
- D. All subcontracts 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 OF SALINAS's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE XI EQUIPMENT PURCHASE (Verbatim)

A. Prior authorization in writing, by CITY OF SALINAS'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 OF SALINAS'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 OF SALINAS 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 OF SALINAS 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 OF SALINAS procedures; and credit CITY OF SALINAS 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 OF SALINAS and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by CITY OF SALINAS." 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.

ARTICLE XII STATE PREVAILING WAGE RATES (Verbatim)

- 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, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

ARTICLE XIII CONFLICT OF INTEREST (Verbatim)

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

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION (Verbatim)

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any CITY OF SALINAS employee. For breach or violation of this warranty, CITY OF SALINAS 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 OF SALINAS STATE OR FEDERAL FUNDS FOR LOBBYING (Verbatim)

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
 - 1. No state, federal or City of Salinas 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 5applicable 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 OF SALINAS.
- 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 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							
	DAVE SORENSON	, Project Manager						
	6 QUAIL RUN CIRCLE SALINAS, CA 93907							
CITY OF SALINAS:	CITY OF SALINAS							
_	FRANK AGUAYO	, Contract Administrator						
	200 LINCOLN AVE.							
·	SALINAS, CA 93901							

ARTICLE XXXIII CONTRACT

The two parties to this contract, who are the before named CONSULTANT and the before named CITY OF SALINAS, 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 SIGNATURES

KIMLEY-HORN AND ASSOICATES

(Signature) Dave Sorenson

Date: Mirch 20, 2017

CITY OF SALINAS

(Signature) Gary Peterson, CAE, Public Works Director

EXHIBIT C- Schedule

	2017											2018												2019
	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	0ct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
Task 1 - Project Management																								
KO and Quarterly Check-in Meetings																								
Outreach Meetings																								
Task 2 - Base Mapping & Surveying																								
Surveying and Base Map Preparation																								
Easements																								
Task 3 - Preliminary Engineering																								
Geotechnical Engineering																								
Hydrology/Hydraulics/Drainage																								
Geometric Approval Drawings																								
Utility Coordination																								
Task 4 - Outreach and Coordination																								
Technical Support																								
Task 5 - PS&E																								
60% Plans																								
90% Plans																								
Construction Bid Documents																								
Task 6 - Bidding Assistance																								
Task 7 - Construction Acceptance																								
Project Team	n Meetir	ngs		Outread	ch Meet	ings		Consult	ant Tas	sks		City Re	view Ta	asks	♦ F	roject F	Report A	Approv	val 📃	Ву	Others			

EXHIBIT D- Proposal (Federal Format required by Grantor)

EXHIBIT- D Phasing of Allocation

	Bardin Road SRTS Improvements Kimley-Horn Fee Breakdown by Component						
Phase	Component	Fee	Allocation Date				
1	Project Approval & Environmental Documentation (PA&ED)	\$110,000.00	8/16/2016				
2	Plans, Specifications and Estimates (PS&E)	\$659,531.13	5/18/2017*				
3	Right-of-Way Support (R/W) - included as additional services	\$0.00	5/18/2017*				
	Total	\$769,531.13					

* The date E-76 is issued by the State

Exhibit 10-H Cost Proposal <u>Actual Cost-Plus-Fixed Fee</u> or <u>Lump Sum</u> (Firm Fixed Price) contracts

(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

Consultant	Kimley-Horn and Associates, Inc.	Contract No.	Bardin Road	Date	3/16/2017

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	Dave Sorenson	116	\$79.82	\$ 9,259.12
Principal-in-Charge	Kevin Flynn	0	\$87.50	\$ -
Quality Control	John Pulliam	96	\$73.08	\$ 7,015.68
Environ. Scientist	Christa Redd	0	\$59.86	\$ -
Sr. Environ. Planner	Bruce Grove	0	\$81.50	\$ -
Sr. Engineer	Annje Dodd	80	\$62.50	\$ 5,000.00
Sr. Engineer	Leo Espelet	26	\$56.26	\$ 1,462.76
Sr. Engineer	Sean Houck	515	\$67.80	\$ 34,917.00
Engineer	Jark Kusz	728	\$51.46	\$ 37,462.88
Landscape Architect	Randall Kopff	94	\$49.52	\$ 4,654.88
Landscape Architect	Micahel Madsen	25	\$52.90	\$ 1,322.50
Engineer	Brian Herting	122	\$43.76	\$ 5,338.72
Sr. Engineer	Mike Washkowiak	12	\$60.82	\$ 729.84
Electrical Engineer	Mike Colombo	12	\$50.48	\$ 605.76
Analyst	Varies	1676	\$35.10	\$ 58,827.60
Project Support	Varies	152	\$39.44	\$ 5,994.88
Admin/Clerical	Varies	16	\$27.90	\$ 446.40

LABOR COSTS

a) Subtotal Direct Labor Costs

b) Anticipated Salary Increases

FRINGE BENEFITS

d) Fringe Benefits Rate: 41.86%

INDIRECT COSTS

f) FCCM	Rate:	0.57%	
h) General and Administrati	ve	Rate:	152.97%

<u>\$ 173,038.02</u>

\$ 9,741.09 (see Escalation Calc. attached)

c) **Total Direct Labor Costs** [(a) + (b)] \$ 182,779.11

e) Total Fringe Benefits [(c) x (d)] \$ 76,511.33

g) Overhead [(c) x (f)] <u>\$1,041.84</u> i) Gen & Admin [(c) x (h)] <u>\$279,597.20</u>

j) **Total Indirect Costs** [(g) + (i)] \$ 280,639.04

FEE (Profit)

q) Rate: 10.00%

k) **TOTAL FIXED PROFIT** $[(c) + (e) + (j)] \ge (q) \le 53,888.76$

OTHER DIRECT COSTS (ODC)

l) Travel/Mileage Costs (supported by consultant actual costs)	\$ 14,000.00
m) Equipment Rental and Supplies (itemize)	\$ -
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.	\$ 23,470.00
o) Subconsultant Costs (attach detailed cost proposal in same	
format as prime consultant estimate for each subconsultant)	\$ 138,242.88

p) Total Other Direct Costs [(1) + (m) + (n) + (o)] \$ 175,712.88

TOTAL COST [(c) + (e) + (j) + (k) + (p)] \$ 769,531.13

EXHBIT 10-H Cost Proposal

Consultant	Kimley-Horn and Associates, Inc.	Contract No.	Bardin Road	Date	3/16/2017

OTHER DIRECT COSTS (ODC) ITEMIZATION

Travel/Mileage Costs		Cost
Mileage		\$ 3,300.00
Airfare		\$ 3,000.00
Car Rental		\$ 1,000.00
Lodging		\$ 4,200.00
Pier Diem/Incidentals		\$ 2,100.00
Parking		\$ 400.00
	Total	\$ 14,000.00
Permit Fees, Plan Sheets, Test Holes, Etc.		
Aerial Mapping (CCAM)		\$ 6,600.00
Potholing (Bess Testlab)		\$ 14,000.00
Reproduction and Misc.		\$ 2,870.00
	Total	\$ 23,470.00

Exhibit 10-H Cost Proposal

Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts

(Calculations for Anticipated Salary Increases)

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

Direct Labor <u>Subtotal</u> per Cost Proposal	total per per Cost			Avg Hourly Rate	37 Month Contract Duration
\$ 173,038.02	/	3670	=	\$47.15	Period 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Period 1	\$47.15	+	5%	=	\$49.51	Period 2 Avg Hourly Rate
Period 2	\$49.51	+	5%	=	\$51.98	Period 3 Avg Hourly Rate
Period 3	\$51.98	+	5%	=	\$54.58	Period 4 Avg Hourly Rate
Period 4	\$54.58	+	5%	=	\$57.31	Period 5 Avg Hourly Rate

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

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Period 1	12.80%	*	3670	=	469.76	Estimated Hours Period 1
Period 2	64.70%	*	3670	=	2374.49	Estimated Hours Period 2
Period 3	20.90%	*	3670	=	767.03	Estimated Hours Period 3
Period 4	1.60%	*	3670	=	58.72	Estimated Hours Period 4
Period 5	0.00%	*	3670	=	0	Estimated Hours Period 5
Total	100%		Total	=	3670	

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 Period	_
Period 1	\$47.15	*	469.76	=	\$22,148.87	Estimated Hours Period 1
Period 2	\$49.51	*	2374.49	=	\$117,553.38	Estimated Hours Period 2
Period 3	\$51.98	*	767.03	=	\$39,871.85	Estimated Hours Period 3
Period 4	\$54.58	*	58.72	=	\$3,205.01	Estimated Hours Period 4
Period 5	\$57.31	*	0	=	\$0.00	Estimated Hours Period 5
	Fotal Direct Labor Direct Labor Subt ed total of Direct 1	otall	before escalation	=	\$182,779.11 \$173,038.02 \$9,741.09	Transfer to Page 1
Period 1 =	Contract inception	thro	ugh 6/30/17	Period	3 = 7/1/18 thro	ugh $6/30/19$ Period $5 = 7/1/20$ thr

Period 2 = 7/1/17 through 6/30/18

Period 3 = 7/1/18 through 6/30/19Period 4 = 7/1/19 through 6/30/20

Period 5 = 7/1/20 through 6/30/21

7,453.20

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	Praxis (Consolidated International	Contract No.	Bardin Road	Date	3/16/2017
DIRECT LA	BOR					
Classification	n/Title	Name	Hours	Actual Hourly Rate		Total
Principal Sur	veyor	Justin Height	80	\$57.70	\$	4,616.00
Project Surv	reyor	Josh Ford	190	\$39.00	\$	7,410.00
Surveying Ass	sociate	Andrew Labine	100	\$35.00	\$	3,500.00
Surveying Ass	sociate	Robert Perigen	100	\$34.00	\$	3,400.00
Admin Assi	stant	Ellie Matthews	20	\$21.00	\$	420.00
Party Chie	ef*	Andrew Labine	120	\$68.08	\$	8,169.60

120

730

\$62.11

\$

Kevin Milne

LABOR COSTS

Chainman*

*Prevailing Wage

a) Subtotal Direct Labor Costs	\$	34,968.80		
b) Anticipated Salary Increases	\$	-	(see Escalation C	Calculation attach
c) To	tal Direc	t Labor Costs	[(a) + (b)] \$	34,968.80
FRINGE BENEFITS				
d) Fringe Benefits Rate: 35.38% e	e) Total F	ringe Benefits	[(c) x (d)] \$	12,371.96
INDIRECT COSTS			*	
f) Overhead Rate: 47.02%		nead $[(c) x (f)]$		
h) General and Administrative Rate: 39.98% i) G	Gen & Ad	min [(c) x (h)]	<u>\$13,980.53</u>	
	j) Total I	Indirect Costs	[(g) + (i)] \$	30,422.86
FEE (Profit)				
q) Rate: 10.00% k) TOTAL FIX	ED PRO	FIT $[(c) + (e) + (e)$	+ (j)] x (q) <u></u> \$	7,776.36
OTHER DIRECT COSTS (ODC)				
l) Travel/Mileage Costs (supported by consultant actual costs)	\$	3,900.00		
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 1	Direct Co	sts [(l) + (m) +	(n) + (o)] \$	3,900.00
IOTAL		(c) + (e) + (j) +	$(\mathbf{v}) + (\mathbf{b})$ 2	89,439.98
OTHER DIRECT COSTS (ODC) ITEMIZATION				

Travel/Mileage Costs		Cost
hotel, 2 persons, 12 nights		\$ 2,400.00
per diem, 2 persons, 12 days		\$ 1,500.00
	Total	\$ 3,900.00

Exhibit 10-H Cost Proposal <u>Actual Cost-Plus-Fixed Fee</u> or <u>Lump Sum</u> (Firm Fixed Price) contracts

(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

Consultant	WRECO	Contract No.	Bardin Rd	Date	3/15/2017
DIRECT LABOR					
Classification/Title	Name	Hours	Actual Hourly Rate	То	tal
Principal Engineer	Han-Bin Liang	0	\$91.68	\$	-
Senior Geotech Eng.	Robert Lawrence	39	\$67.06	\$	2,615.34
Senior Geologist	David Kitzmann	0	\$60.35	\$	-
Associate Engineer	TBD	96	\$44.47	\$	4,269.12
Staff Engineer	TBD	0	\$32.77	\$	-
Staff Geologist	TBD	132	\$32.81	\$	4,330.92
Senior Technician	TBD	4	\$28.56	\$	114.24
Clerical/Tech Editor	TBD	6	\$24.17	\$	145.02
			\$0.00	\$	-
			\$0.00	\$	-
			\$0.00	\$	-
 d) Fringe Benefits INDIRECT COSTS f) Overhead h) General and Adminition 		٤	Total Fringe Benefits g) Overhead [(c) x (f)] en & Admin [(c) x (h)]	<u>\$3,278.56</u>	8,446.95
FEE (Profit)		j) Total Indirect Costs	[(g) + (i)] \$	7,504.99
q) Rate: 10.00%) TOTAL FIXE	D PROFIT $[(c) + (e) $	(j)] x (q) \$	2,777.08
OTHER DIRECT CO		al acata)	¢ 050.00		
-	s (supported by consultant actu		\$ 950.00	-	
	and Supplies (itemize)		\$ 450.00	-	
	e), Plan sheets (each), Test Hole		\$ 16,855.00		
	s (attach detailed cost proposal i sultant estimate for each subcor		\$ -		
	p)	Total Other Di	irect Costs [(l) + (m) +	(n) + (o)] \$	18,255.00
		TOTAL	COST[(c) + (e) + (j) +	(k) + (p)] \$	48,802.90

EXHBIT 10-H Cost Proposal

Consultant V	VRECO	C	ontract No.	Bardin Rd	Date	3/15/2017
OTHER DIRECT COSTS	(ODC) ITEMIZATION	1				
Travel/Mileage Costs			Cost			
Mileage and Per Diem		\$	950.00			
		\$	-			
		\$	-			
		\$	-			
	Total	\$	950.00			
Equipment Rental and Suppl	ies					
Reproductions and Overnigh	t Delivery	\$	450.00			
		\$	-			
		\$	-			
		\$	-			
	Total	\$	450.00			
Permit Fees, Plan Sheets, Tes	st Holes, Etc.					
Geotechnical Drilling, Drum	Disposal and Traffic					
Control	F	\$	7,600.00			
Geotechnical Soil Laboratory	/ Testing/FDR Testing	\$	4,875.00			
Environmental Geoprobing a		\$	1,950.00			
Environmental Chemical Tes		\$	2,430.00			
	5	\$	-			
	Total	\$	16,855.00			

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

• Travel related costs should be pre-approved by the contracting agency. The rates should not exceed the State Department of Personnel

Exhibit 10-H Cost Proposal

Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts

(Calculations for Anticipated Salary Increases)

Consultant WRECO	Contract No.	Bardin Rd	Date	3/15/2017

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

<u>Su</u>	rect Labor I <u>btotal</u> per st Proposal		Total Hours per Cost Proposal	per Cost Avg Hourl		5 Year Contract Duration	
\$	11,474.64	/	277	=	\$41.42	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	\$41.42	+	3%	=	\$42.67	Year 2 Avg Hourly Rate
Year 2	\$42.67	+	3%	=	\$43.95	Year 3 Avg Hourly Rate
Year 3	\$43.95	+	3%	=	\$45.27	Year 4 Avg Hourly Rate
Year 4	\$45.27	+	3%	=	\$46.62	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	0.00%	*	277	=	0	Estimated Hours Year 1
Year 2	100.00%	*	277	=	277	Estimated Hours Year 2
Year 3	0.00%	*	277	=	0	Estimated Hours Year 3
Year 4	0.00%	*	277	=	0	Estimated Hours Year 4
Year 5	0.00%	*	277	=	0	Estimated Hours Year 5
Total	100%		Total	=	277	

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

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Year	_
Year 1	\$41.42	*	0	=	\$0.00	Estimated Hours Year 1
Year 2	\$42.67	*	277	=	\$11,818.88	Estimated Hours Year 2
Year 3	\$43.95	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$45.27	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$46.62	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$11,818.88	
Direct Labor Subtotal before escalation				=	\$ 11,474.64	
Estimated total of Direct Labor Salary Increase				=	\$344.24	Transfer to Page 1