

AGREEMENT  
FOR PROFESSIONAL SERVICES  
BETWEEN  
THE CITY OF SALINAS AND  
KIMLEY HORN AND ASSOCIATES



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## **AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SALINAS AND KIMLEY HORN AND ASSOCIATES**

This Agreement for Professional Services (the “Agreement” and/or “Contract”) is made and entered into this \_\_\_\_ day of December, 2018, between the **City of Salinas**, a California Charter city and municipal corporation (hereinafter “City”), and Kimley Horn and Associates, North Carolina Corporation (hereinafter “Consultant”).

### **RECITALS**

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

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

**NOW, THEREFORE**, City and Consultant agree as follows:

### **TERMS**

1. **Scope of Service.** The project contemplated and the scope of Consultant’s services are described in **Exhibit B**, attached hereto and incorporated herein by reference.
2. **Term; Completion Schedule.** This Agreement shall commence on December \_\_, 2018, and shall terminate on December 31, 2020, unless extended in writing by either party upon (30) days written notice. This Agreement may be extended only upon mutual written consent of the parties, and may be terminated only pursuant to the terms of this Agreement.
3. **Compensation.** City hereby agrees to pay Consultant for services rendered the City pursuant to this Agreement on a time and materials basis according to the rates of compensation as set forth in **Exhibit B**. The total amount of compensation to be paid under this Agreement shall not exceed one hundred eighty eight thousand, eight hundred thirty dollars, (\$188,830).
4. **Billing.** Consultant shall submit to City an itemized invoice, prepared in a form satisfactory to City, describing its services and costs for the period covered by the invoice. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Consultant’s bills shall include the following information to which such services cost or pertain:
  - (A) A brief description of services performed;
  - (B) The date the services were performed;
  - (C) The number of hours spent and by whom;
  - (D) A brief description of any costs incurred; and

- (E) The Consultant's signature.

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

City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, City shall not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant. The City shall process undisputed portion immediately.

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

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

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

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

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

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

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

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

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

10. **Indemnification and Hold Harmless.**

Consultant agrees to indemnify, including the cost to defend, City and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the City; and does not apply to any passive negligence of the City unless caused at least in part by the Design Professional.

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

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

13. **Non-Assignability.** It is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Consultant. This Agreement is personal to Consultant and shall not be assigned by it without express written approval of the City.

14. **Changes to Scope of Work.** City may at any time, and upon a minimum of ten (10) days written notice, seek to modify the scope of services to be provided for any project to be completed under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Upon agreement between City and Consultant as to the extent of said impacts to time and

compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

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

**16. Termination.**

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

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

(2) For any reason whatsoever.

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

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

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

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

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

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

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

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

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

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

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

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

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



**23. Notices.**

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

Andrew Easterling  
City of Salinas  
200 Lincoln Avenue  
Salinas, California 93901

With a copy to:

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

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

Elbert Chang, PE, TE  
Kimley Horn and Associates  
6 Quail Run Circle  
Salinas, CA 93907  
Tel: (510) 350-0215  
Email: elbert.chang@kimley-horn.com

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

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

**24. Nondiscrimination.** During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability.

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

26. **Headings.** The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement.

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

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

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

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

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

32. **Legal Representation.** Each party affirms that it has been represented, if it so chose, by legal counsel of its own choosing regarding the preparation and the negotiation of this Agreement and the matters and claims set forth herein, and that each of them has read this Agreement and is fully aware of its contents and its legal effect. Neither party is relying on any statement of the other party outside the terms set forth in this Agreement as an inducement to enter into this Agreement.

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

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

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

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

## **CITY OF SALINAS**

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Ray E. Corpuz, Jr.  
City Manager

APPROVED AS TO FORM:

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Christopher A. Callihan, City Attorney, or  
Rhonda Combs, Senior Deputy City Attorney

## **CONSULTANT**

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By Brian Sowers: \_\_\_\_\_  
Its Principal-in-Charge/Vice President/Senior



**Insurance Requirements**

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

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

- (A) **Commercial General Liability** (“CGL”): Insurance Services Office Form (“ISO”) CG 00 01 covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (B) **Automobile Liability**: ISO Form CA 0001 covering any auto, or if Consultant has no owned autos, hired and non-owned, with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- (C) **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- (D) **Professional Liability** (also known as Errors and Omissions) insurance appropriate to the work being performed, with limits no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate per policy period of one year.

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

**OTHER INSURANCE PROVISIONS**

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

***Additional Insured Status***

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

***Primary Coverage***

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

### ***Notice of Cancellation***

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

### ***Waiver of Subrogation***

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

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

### ***Self-Insured Retentions***

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

### ***Acceptability of Insurers***

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

### ***Claims Made Policies***

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

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

### ***Verification of Coverage***

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

***Subcontractors***

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

***Special Risks or Circumstances***

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

***Maintenance of Insurance***

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

**Exhibit B**



## **CITY OF SALINAS TRAFFIC SIGNAL DESIGN SERVICES**

### **EXHIBIT B – SCOPE OF SERVICE**

#### **Project Background**

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The City is seeking to develop plans, specifications and estimates (PS&E) documents for three traffic signal projects.

#### Key Assumptions:

- Although three separate bid packages are anticipated to be prepared, the design tasks for all locations will be done in parallel.
- All traffic signals will be required to be integrated into the City's existing Siemens central traffic signal management system. It is assumed that no new network equipment (e.g. antennas, switches) will be required at City Hall for this connection.
- Based upon prior experience with the City, Kimley-Horn has included developing Right of Entry exhibits as part of the workplan for curb ramp improvement locations.
- Kimley-Horn will prepare technical specifications for the work produced based upon City of Salinas standard specifications provided by the City. City of Salinas will be responsible for prepare contract bid documents, including boilerplate.
- It is assumed that no design regarding requirements for Clean Water will be performed at any intersection. However, a technical memorandum documenting that no Clean Water design will be performed as part of this project will be created for the East Alisal/Murphy intersection. A new line item has been added in the fee spreadsheet to account for the time needed to prepare this memorandum

#### East Alisal Street at Murphy Street

The first traffic signal project is located at East Alisal Street and Murphy Street. The City is building a new Public Safety Center (PSC) located along the south side of East Alisal Street with primary access at Murphy Street. The PSC will consist of two buildings: 1) a police headquarters of approximately 40,000 square feet, and 2) a secondary 34,000 square foot building for evidence storage, forensic labs, a ten-station firing range and storage. The City prepared a Traffic Impact Analysis (Attachment 3) for the new PSC and concluded that a new signal would be required at Alisal St and Murphy St. It is estimated the PSC will be completed by July, 2019 and occupied by January, 2020. It is important the signal be turned on before the PSC is ready for occupancy.

The design at this intersection will include all traffic signal design including pole and equipment schedules. The signal and median work will effect access and circulation to driveways on E Alisal St. Public works staff have conducted outreach to the effect properties and have vetted a draft concept (Attachment 4) for the intersection and median configuration. The traffic signal will require communication and the City desires a fiber-optic connection with the 288-fiber trunk line located on E Alisal Street. The project will require some reconstruction and extension of the median islands to provide channelized left turn pockets on the E Alisal Street approaches. There may be some minor utility work needed to adjust manholes or other surface features to grade as part of the median work. All utility conflicts or adjustments shall be identified on the plans, identifying the owner and work the must be performed. No new storm drain inlets are anticipated as part of this project. As part of this project, the City intends to install street and pedestrian lighting (approximately seven luminaires) on the south/east side of Murphy Street. The City will provide street lighting design details and specifications to match the area. An existing PG&E service point will exist in a box located on Murphy Street, which will provide service for the new lighting. A new service point and cabinet will be required for the traffic signal. The City will coordinate the PG&E application for the new service point.

The PSC project is a design build and the traffic signal designer will be required to coordinate with PSC contractor. The location of poles and cabinets will need to be coordinate with the offsite improvement plans for the PSC. There may be some flexibility in the PSC offsite plans if necessary. The PSC project will make available all survey information, plans and Autocad drawings that may be helpful in the signal design project.

Design scope includes:

- Curb improvements for three ramps at this intersection. The fourth ramp (southeast corner) is assumed to be a part of the Public Safety Center project.
- Fiber interconnect details for connection to Alisal fiber trunk line. (The fiber interconnect plans assume that this traffic signal will be added to Traffic Signal Group #2.) Fiber termination panel, Fiber-optic branch cable, fiber-optic patch cables will be included in the project plans. Fiber specifications assumed to be same as Alisal Complete Streets Project.

#### Constitution Boulevard and Las Casitas Drive

The second traffic signal project is located at Constitution Boulevard and Las Casitas Drive. The City monitors unsignalized intersections and routinely develops a traffic signal prioritization list at locations where warrants are met. This intersection has been on the City's traffic signal priority list since 2007. In the 2017 traffic signal priority list, the City Council approved the signalization project at Constitution Boulevard and Las Casitas Drive. The Council also asked that the City first evaluate a roundabout. The City prepared an Intersection Control Evaluation Report (Attachment 5) and staff recommended signalization. On November 6th, 2018 the City Council approved the traffic signal concept for design.

The design at this intersection will include all traffic signal design including pole and equipment schedules. The traffic signal will require communication and the City desires a wireless antenna at this locations. A new pedestrian crossing and ramp will be required on the north corner of the intersection. There may be some minor utility work needed to adjust manholes or other surface features to grade as part of the median work. All utility conflicts or adjustments shall be identified on the plans, identifying the owner and work the must be performed. No new storm drain inlets are anticipated as part of this project. A new service point and cabinet will be required for the traffic signal. The City will coordinate the PG&E application for the new service point.

Design scope includes:

- Reconstruction of 2 curb ramps on the south leg and 2 additional ramps on the north side and the pass-through,
- Median reconstruction to account for the 2 turn pockets per the Traffic Signal Exhibit provided by the City in Attachment 5.
- Copper interconnect connection to adjacent signal. Both signals will share wireless interconnect connection to City Central System.

#### Williams Road at Garner Avenue

The third traffic signal project is located at Williams Road and Garner Avenue . This intersection has been on the City's traffic signal priority list since 2007. In the 2017 traffic signal priority list, the City Council approved the signalization project at Williams Road and Garner Avenue. Additionally the City has two future projects planned for Williams Road. This segment of Williams Road is within the scope of the City's traffic improvement program, where it is planned to have a raised median. Additionally, Williams Road is also

planned for a utility undergrounding project. The design shall take into consideration these future improvements in order to minimize throwaway costs for implementing future improvements.

The design at this intersection will include all traffic signal design including pole and equipment schedules. The traffic signal will require communication and the City desires a wireless antenna at this locations. A new pedestrian crossing and ramp will be required on the western and southern approaches of the intersection. The project will likely require utility coordination and possible relocation of overhead utilities. All utility conflicts or adjustments shall be identified on the plans, identifying the owner and work the must be performed. No new storm drain inlets are anticipated as part of this project. A new service point and cabinet will be required for the traffic signal. The City will coordinate the PG&E application for the new service point.

Design scope includes:

- Up to 2 public outreach meeting exhibits for the Williams/Garner intersection.
- Copper interconnect connection to adjacent signal. Both signals will share wireless interconnect connection to City Central System.

## **Scope of Work**

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The Scope of Work will include the development of a Plans, Specifications and Estimates per City standards and requirements. Where applicable, City staff will work with the selected consultant to integrate existing resources as part of this effort.

### **1. Project Coordination and Management**

#### **Task 1.1: Team Meetings**

- The Consultant shall attend (or conference call) a kick-off meeting with City staff to discuss the goals and objectives of the project, scope of work, and implementation. Administrative items will be discussed including communication protocol, meeting frequency, progress reporting, scheduling and invoicing, and other relevant project information. The Consultant shall attend or conference call monthly team meetings to communicate tasks status, identify potential risks and provide project updates. The Consultant shall develop and provide the agenda and a meeting minutes with action items identified for all project meetings.

#### **Task 1.2: Administrative**

- The Consultant will recommend how to best strategize the process and schedule for preparing the construction documents. The Consultant will be tasked with managing the budget, monitoring the schedule, and developing monthly progress reports. Invoices shall be submitted monthly, and shall include a brief description of services performed, dates of these services, number of hours spent and by whom, a description of any costs incurred and the Consultant's signature. Each traffic signal project shall have a separate invoice. The Consultant shall identify any unforeseen or out of scope and shall request authorization from the City prior to conducting the work.

### **2. Background and Existing Conditions**

#### **Task 2.1: Mapping Existing Conditions**

- The Consultant shall perform a field review at the project location and secure existing topographic, utility, signing, stripping, lighting and roadway conditions. If needed the Consultant shall complete a formal survey of the project location to obtain the data and information necessary to develop a topographic basemap and complete the design.
- The City will provide any and all as-built and record drawings available. The Consultant will need to work with local utility companies to obtain utility record drawings.

- The City will provide an approximate right-of-way Autocad drawing. All work should remain clearly within the City's right-of-way, and right-of-way lines will be shown for reference only.

#### Task 2.2: Mapping Planned improvements

- Autocad drawings for all of the planned improvements taking place as part of the PSC project will be made available to the consultant. The consultant will be required to ortho-reference the improvements by others into the existing conditions of the base map.

### 3. Draft Plans, Specifications and Estimates

#### Task 3.1: Draft Plans, Specifications and Estimates (3 hard copies, digital copy)

- The Consultant shall develop three sets of draft PS&E documents, one for each location. The Consultant shall coordinate with the City to resolve design question or for clarification of details in advance of submitting draft documents. The City will provide sample plans and specifications from recent projects as reference for the design. Draft PS&E documents should be near final condition.
- The City Estimates the following sheet count:

<b>E Alisal St and Murphy St</b>	
Quantity	Sheet
1	Title Sheet
2	Civil Plans
1	Utility and Storm Drain Plans
1	Signing and Striping Plans
2	Electrical Signal Plans
1	Electrical Lighting Plans
1	Fiber Interconnect Splicing Detail
<b>9</b>	<b>Total</b>

<b>Constitution Blvd and Las Casitas Dr</b>	
Quantity	Sheet
1	Title Sheet
1	Civil Plans
1	Utility and Storm Drain Plans
1	Signing and Striping Plans
2	Electrical Signal Plans
1	Interconnect Plans
<b>7</b>	<b>Total</b>

<b>Williams Road at Garner Avenue</b>	
Quantity	Sheet
1	Title Sheet
1	Civil Plans
2	Utility and Storm Drain Plans
1	Signing and Striping Plans
2	Electrical Signal Plans

1	Interconnect Plans
<b>8</b>	<b>Total</b>

Task 3.2: Photometric Exhibit (3 hard copies, digital copy)

- The Consultant shall develop a photometric exhibit showing the proposed locations of street and pedestrian light fixtures on Murphy St. Consultant will demonstrate that the proposed lighting levels meet City standards, published in the “American National Standard Practice for Roadway Lighting ANSI/IESNA RP-800”.

4. Final Plans, Specifications and Estimates

Task 4.1: Final Plans, Specifications and Estimates (3 hard copies, digital copy)

- The Consultant shall develop three sets of final PS&E documents, one for each location. Final PS&E documents will be complete and ready to advertise. The consultant will provide all Autocad files for the final plans and base maps.

Task 4.2: Comment Response Form

- The City will provide comments to the Draft PS&E submittal. The Consultant shall develop a comment response form. The consultant will provide a response to every comment received from the draft PS&E submittal.

5. Construction Support (Optional)

Task 5.1: Attend the Construction Kickoff Meeting

- If necessary, the consultant may be asked to attend the construction kickoff meeting.

Task 5.2: Respond to Request for Information

- If necessary, the consultant may be asked to respond to request for information (RFI)s during the construction phase of the project

Task 5.3: Provide Alternate Design

- If necessary, the consultant may be asked to provide or develop alternate design as/if needed to address unforeseen conditions.

**City of Salinas Traffic Signal Design Services**  
**Exhibit B - Estimate of Hours and Fee**  
 12/19/18 - FINAL

Task ID	Task Description	PM/Traffic						Civil				Land Survey			
		PIC	QA/QC	PM	QC	Engineer	Analyst	PM	QC	Engineer	Analyst	PE	LS	Field	Support
1	PROJECT COORDINATION AND MANAGEMENT	8	4	33	0	20	13	0	0	0	0	0	0	0	0
1.1	Team Meetings	4		20		20									
1.2	Administrative	4	4	13			13								
2	BACKGROUND AND EXISTING CONDITIONS	0	0	4	2	32	32	5	0	11	19	2	12	34	36
2.1	Mapping Existing Conditions														
2.1a	East Alisal St at Murphy St			1		8	8	1		3	5	0.5	4	12	12
2.1b	Constitution Blvd and La Casitas Dr			1		8	8	1		3	5	0.5	4	12	12
2.1c	Williams Rd at Garner Ave			1		8	8	1		3	5	1	4	10	12
2.2	Mapping Planned Improvements														
2.2a	East Alisal St at Murphy St			1	2	8	8	2		2	4				
2.2b	Constitution Blvd and La Casitas Dr														
2.2c	Williams Rd at Garner Ave														
3	DRAFT PLANS, SPECIFICATIONS AND ESTIMATE	0	3	3	14	34	64	23	18	71	129	0	0	0	0
3.1	Draft Plans, Specifications, and Estimate														
3.1a	East Alisal St at Murphy St		1	1	4	10	20	8	6	20	42				
3.1b	Constitution Blvd and La Casitas Dr		1	1	4	10	20	8	6	24	48				
3.1c	Williams Rd at Garner Ave		1	1	4	10	20	7	5	15	37				
3.2	Photometric Exhibit (East Alisal/Murphy only)				2	4	4								
3.3	Clean Water Technical Memorandum (East Alisal/Murphy Only)								1	6					
3.4	Public Outreach Meeting Exhibits (Williams/Garner Only)									6	2				
4	FINAL PLANS, SPECIFICATIONS AND ESTIMATE	0	3	6	12	30	48	17	8	44	88	0	0	0	0
4.1	Final Plans, Specifications, and Estimate														
4.1a	East Alisal St at Murphy St			1	2	8	16	5	3	14	28				
4.1b	Constitution Blvd and La Casitas Dr			1	2	8	16	5	3	16	32				
4.1c	Williams Rd at Garner Ave			1	2	8	16	5	2	10	20				
4.1d	Right of Entry Exhibits							2		4	8				
4.2	Comment Reponse Form														
4.2a	East Alisal St at Murphy St		1	1	2	2		1		1	2				
4.2b	Constitution Blvd and La Casitas Dr		1	1	2	2		1		1	2				
4.2c	Williams Rd at Garner Ave		1	1	2	2		1		1	2				
5	CONSTRUCTION SUPPORT (OPTIONAL)	0	0	12	3	24	42	12	3	24	42	0	0	0	0
5.1	Attend Construction Kickoff Meeting														
5.1a	East Alisal St at Murphy St			2				2							
5.2b	Constitution Blvd and La Casitas Dr			2				2							
5.3c	Williams Rd at Garner Ave			2				2							
5.2	Respond to Request for Information														
5.1a	East Alisal St at Murphy St			1		4	6	1		4	6				
5.2b	Constitution Blvd and La Casitas Dr			1		4	6	1		4	6				
5.3c	Williams Rd at Garner Ave			1		4	6	1		4	6				
5.3	Provide Alternate Design														
5.1a	East Alisal St at Murphy St			1	1	4	8	1	1	4	8				
5.2b	Constitution Blvd and La Casitas Dr			1	1	4	8	1	1	4	8				
5.3c	Williams Rd at Garner Ave			1	1	4	8	1	1	4	8				
	TOTAL HOURS BY STAFF CLASSIFICATION	8	10	58	31	140	199	57	29	150	278	2	12	34	36
	TOTAL HOURS														1044

COST ESTIMATE			
PM/Traffic	Civil	Land Survey	Total
\$ 17,150	\$ -	\$ -	\$ 17,150
\$ 12,140	\$ 6,055	\$ 16,580	\$ 34,775
\$ 20,075	\$ 41,435	\$ -	\$ 61,510
\$ 17,385	\$ 26,830	\$ -	\$ 44,215
\$ 14,190	\$ 14,190	\$ -	\$ 28,380
\$ 80,940	\$ 88,510	\$ 16,580	\$ 186,030

		Rate	\$ 265	\$ 265	\$ 250	\$ 210	\$ 195	\$ 140	\$ 250	\$ 210	\$ 195	\$ 140	\$ 220	\$ 160	\$ 270	\$ 140				<b>Subtotal (Labor)</b>	\$ 186,030
			P8	P8	P7-P6	P5	P4	P3-P1	P7-P6	P5	P4	P3-P1								<b>Direct Expenses (est 1.5%)</b>	\$ 2,800
																				<b>TOTAL</b>	\$ 188,830