

**AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY
AND
KIMLEY-HORN**

This Agreement is entered this [DAY] of [MONTH], [YEAR], by and between the CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY, a joint powers agency whose members include the County of San Mateo and the twenty incorporated cities and towns within San Mateo County, hereinafter called “C/CAG,” and Kimley-Horn, hereinafter called “Consultant.”

WHEREAS, C/CAG is the designated Congestion Management Agency responsible for the development and implementation of the Congestion Management Program for San Mateo County; and

WHEREAS, the Smart Corridor Northern Extension continues the implementation efforts along the US 101 corridor to the San Francisco County line and on Interstate 280 from Interstate 380 to the San Francisco County line in the cities of Daly City and Brisbane, and Town of Colma; and

WHEREAS, the Project Study Report (PSR) and the Project Approval and Environmental Documents (PA&ED) phases for this project were completed on October 2017 and January 2021, respectively; and

WHEREAS, a complete Plans, Specifications and Estimates bid package is necessary prior to the California Transportation Commission (CTC) approving funds for the project to advance to the construction phase; and

WHEREAS, C/CAG has determined the need for design services for the Smart Corridor Northern Cities Expansion Project; and

WHEREAS, the purpose of the Smart Corridor Northern Cities Expansion Project, herein referred to as the “PROJECT,” is to make all necessary tasks and activities to develop the plan; and

WHEREAS, C/CAG has determined that Consultant has the requisite qualifications to perform this work; and

WHEREAS, the total amount available to Consultant under this Agreement is not to exceed \$350,000; and

WHEREAS, by adoption of RESOLUTION 21-87, the C/CAG Board of Directors approved the PROJECT and authorized the C/CAG Executive Director to execute an agreement with Consultant to provide services indicated in Exhibit A, *Scope of Work*, to assist C/CAG, and further authorize the C/CAG Executive Director to negotiate final terms, subject to legal counsel

review prior to execution, in a cumulative amount not to exceed three hundred fifty thousand dollars (\$350,000).

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **Services to be provided by Consultant.** In consideration of the payments hereinafter set forth, Consultant shall provide services described in Exhibit A, *Scope of Work* attached hereto (the “Services”).
In the performance of its services, Consultant represents that it has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in providing such services, and Consultant represents that it carries and will maintain all applicable licenses, certificates, and registrations needed for the work in current and good standing.
2. **Payments.** In consideration of the services rendered with all terms, conditions, and specifications set forth herein, in Exhibit A, *Scope of Work*, and Exhibit C, *Key Personnel Assignments*, and in any subsequent task orders executed under the governance of this Agreement, C/CAG shall reimburse Consultant on a deliverable basis. The aggregate total amount of payment by C/CAG to Consultant for services shall not exceed three hundred fifty thousand dollars (\$350,000), as shown in Exhibit B, *Project Budget and Schedule*, for services provided during the Contract Term set forth below, including (as applicable) labor, supervision, applicable surcharges such as taxes, insurance, and fringe benefits, indirect costs, overhead, profit, subconsultants’ costs (including mark-up), travel, equipment, materials and supplies, expenses, and any fixed fee. Payments shall be made to Consultant monthly based on an invoice submitted by Consultant that has been reviewed and approved by C/CAG, identifies expenditures and describes services performed and percentage of deliverables completed. C/CAG shall have the right to receive, upon request, documentation substantiating charges billed to C/CAG.

Consultant will be reimbursed promptly according to California Regulations upon receipt by C/CAG Project Manager of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each deliverable or each task as applicable. Invoices shall follow the format stipulated for the approved Exhibit B, *Project Budget and Schedule* and shall reference this Agreement project title. Final invoice must contain the final cost and all credits due C/CAG. The final invoice should be submitted within sixty (60) calendar days after completion of Consultant’s work. Invoices shall be mailed or emailed to C/CAG Project Manager at the following address:

City/County Association of Governments of San Mateo County
555 County Center, 5th Floor
Redwood City, CA 94063
Attention: Kaki Cheung
kcheung1@smcgov.org

- 2.1. **Progress Reports and Meetings.** Consultant shall submit progress reports at least once a month. The report should be sufficiently detailed for the C/CAG Project Manager to determine, if Consultant is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed. Consultant's Project Manager shall meet with C/CAG Project Manager, as needed, to discuss progress on the Agreement.
3. **Key Personnel.** The key personnel to be assigned to this work by Consultant and, if applicable, their hourly rates and the estimated hours to be supplied by each are set forth in Exhibit C, *Key Personnel Assignments*, attached hereto and incorporated herein by this reference. Substitution of any of the personnel named in Exhibit C or a decrease in the hours provided to the project by such personnel of more than 10% requires the prior written approval of the C/CAG Project Manager or a designee. Consultant shall maintain records documenting compliance with this Section, and such records shall be subject to the audit requirements of Section 17. Consultant agrees that all personnel assigned to this work will be professionally qualified for the assignment to be undertaken. C/CAG reserves the right to direct removal of any individual, including key personnel, assigned to this work.
4. **Contract Materials.** At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Consultant under this Agreement shall become the property of C/CAG and shall be promptly delivered to C/CAG. Upon termination, Consultant may make and retain a copy of such contract materials if permitted by law.
5. **Relationship of the Parties.** It is understood that Consultant is an Independent Consultant and this Agreement is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Consultant.
6. **Non-Assignability.** Consultant shall not assign this Agreement or any portion thereof to a third party, or subcontract with a third party, without the prior written consent of the C/CAG Executive Director. Any such assignment or subcontract without the C/CAG Executive Director's prior written consent shall give C/CAG the right to automatically and immediately terminate this Agreement without penalty or advance notice.
7. **Contract Term/Termination.** This Agreement shall be in effect as of [DATE], and Consultant shall commence work after notification to proceed by C/CAG Project Manager, and the Agreement shall terminate on March 14, 2025 provided, however, the C/CAG Chairperson may terminate this Agreement at any time for any reason by providing 30 days' notice to Consultant. Termination will be effective on the date specified in the notice. In the event of termination under this Section, Consultant shall be paid for all services provided to the date of termination, subject to availability of funding. Such payment shall be that prorated portion of the full payment determined by comparing the work completed to the work required by the Agreement.

8. **Cost Principles and Administrative Requirements.**
- a. The Consultant agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
 - b. The Consultant also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
 - c. Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the Consultant to C/CAG.
 - d. When a Consultant or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

9. **Hold Harmless/Indemnity.**

- a. *General.* Consultant shall indemnify and save harmless C/CAG and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Consultant under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following: (A) injuries to or death of any person, including Consultant or its employees/officers/agents; (B) damage to any property of any kind whatsoever and to whomsoever belonging; (C) any sanctions, penalties, or claims of damages resulting from Consultant's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of C/CAG and/or its officers, agents, employees, or servants. However, Consultant's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which C/CAG has been found in a court of competent jurisdiction to be liable by reason of its own negligence or willful misconduct. The duty of Consultant to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

This indemnification provision will survive termination or expiration of this Agreement.

- b. *Intellectual Property.* Consultant hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides

under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as “IP Rights”) except as otherwise noted by this Agreement.

Consultant warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Consultant shall defend, indemnify, and hold harmless C/CAG from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party’s IP Rights provided any such right is enforceable in the United States. Consultant’s duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) C/CAG notifies Consultant promptly in writing of any notice of any such third-party claim; (b) C/CAG cooperates with Consultant, at Consultant’s expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Consultant retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Consultant shall not have the right to settle any criminal action, suit, or proceeding without C/CAG’s prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on C/CAG, impair any right of C/CAG, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of C/CAG without C/CAG’s prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Consultant’s opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes C/CAG’s reasonable use of the services under this Agreement to be seriously endangered or disrupted, Consultant shall, at Consultant’s option and expense, either: (i) procure for C/CAG the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Consultant will have no obligation or liability to C/CAG under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for C/CAG (other than modification performed by, or at the direction of, Consultant) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by C/CAG in a manner prohibited by this Agreement.

The duty of Consultant to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

10. Disadvantage Business Enterprises (DBE) Participation.

- a. Consultant, subrecipient (C/CAG), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, C/CAG shows a contract goal for DBEs. Consultant shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

Consultant shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is Consultant's responsibility to verify that the DBE firm is certified as DBE at date of proposal opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found [here](#).

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies Consultant purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This Agreement is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who enter into a federally-funded agreement will assist the C/CAG in a good faith effort to achieve California's statewide overall DBE goal.

- b. The goal for DBE participation for this Agreement is 5%. Participation by DBE Consultant or subconsultants shall be in accordance with information contained in [Exhibit 10-O2: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the Agreement. If a DBE subconsultant is unable to perform, Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- c. Consultant can meet the DBE participation goal by either documenting commitments to DBEs to meet the Agreement goal, or by documenting adequate good faith efforts to meet the Agreement goal. An adequate good faith effort means that the Consultant must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If Consultant has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information –Good Faith Efforts to document efforts

to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

d. Contract Assurance

Under 49 CFR 26.13(b):

Consultant, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Consultant shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying Consultant from future proposing as non-responsible

e. Termination and Substitution of DBE Subconsultants

Consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless Consultant or DBE subconsultant obtains C/CAG's written consent. Consultant shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without written authorization from C/CAG. Unless C/CAG's written consent is provided, the Consultant shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid.

C/CAG authorizes a request to use other forces or sources of materials if Consultant shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. C/CAG stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet C/CAG's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract

9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. C/CAG determines other documented good cause exists.

Consultant shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise Consultant and C/CAG of the reasons why the use of other forces or sources of materials should not occur.

Consultant's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from Consultant to the DBE regarding the request.
3. Notices from the DBEs to Consultant regarding the request.

If a listed DBE is terminated or substituted, Consultant must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

f. Commitment and Utilization

The C/CAG's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

C/CAG shall request Consultant to:

1. Notify the C/CAG's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subconsultant
 - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Local Assistance Procedures Manual (LAPM) Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If Consultant is a DBE Consultant, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify Consultant in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify Consultant in writing of the certification date. Consultant shall submit the notifications to C/CAG. Upon work completion, Consultant shall complete a Disadvantaged Business Enterprises (DBE)

Certification Status Change, Local Assistance Procedures Manual (LAPM) Exhibit 17-O, form and submit the form to C/CAG within 30 days of contract acceptance.

Upon work completion, Consultant shall complete Local Assistance Procedures Manual (LAPM) Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to C/CAG within 90 days of contract acceptance. The C/CAG will withhold \$10,000 until the form is submitted. C/CAG will release the withhold upon submission of the completed form.

In C/CAG's reports of DBE participation to Caltrans, C/CAG must display both commitments and attainments.

- g. A DBE is only eligible to be counted toward the Agreement goal if it performs a commercially useful function (CUF) on the Agreement. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.
- h. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- i. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- j. Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid to each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE Consultant's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

- k. If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify Consultant in writing with the date of certification. Any changes shall be reported to C/CAG's Project Manager within thirty (30) calendar days.
- l. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th day of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to tC/CAG.
- m. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

11. **Insurance.**

- a. *General Requirements.* Consultant or its subconsultants performing the services on behalf of Consultant shall not commence work under this Agreement until all insurance required under this section has been obtained. Consultant shall use diligence to obtain such insurance. Consultant shall furnish C/CAG with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Consultant's coverage to include the contractual liability assumed by Consultant pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to C/CAG of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy.
- b. *Workers' Compensation and Employer Liability Insurance.* Consultant shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, Consultant certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.
- c. *Liability Insurance.* Consultant shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect Consultant, its employees, officers and agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage that may arise from Consultant's operations under this Agreement, whether such operations be by Consultant or by any sub-consultant or by anyone directly or

indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than \$1,000,000 unless another amount is specified below and shows approval by C/CAG Staff.

d. *Insurance Limits; Insured Entities; Breach.* Required insurance shall include:

	Required Amount	Approval by C/CAG Staff if under \$ 1,000,000
1. Comprehensive General Liability	\$ 1,000,000	_____
2. Workers' Compensation	\$ Statutory	_____
3. Professional Liability	\$1,000,000	_____
4. Motor Vehicle Liability	\$1,000,000	_____

C/CAG and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to C/CAG, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if C/CAG, or its officers, agents, employees, and servants have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the C/CAG Chairperson, at his/her option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

12. **Compliance with All Laws.** Consultant shall at all times comply with all applicable federal, state, San Mateo County, and municipal laws, ordinances, and regulations, including without limitation those regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, San Mateo County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement. Consultant will timely and accurately complete, sign, and submit all necessary documentation of compliance.

13. **Non-discrimination.** Consultant and any subconsultants performing the services on behalf of Consultant shall not discriminate or permit discrimination against any person or group of persons on the basis of race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical

condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.

14. **Debarment and Suspension Certification.**

a. The Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the Consultant or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and
4. 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.

b. Any exceptions to this certification must be disclosed to C/CAG. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

c. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

15. **Substitutions.** If particular persons or classifications are identified in Exhibit C as working on this Agreement, Consultant will not assign others to work in their place without the prior written consent of the C/CAG Executive Director. Any substitution shall be with a person or classification of commensurate experience and knowledge unless otherwise authorized by the C/CAG Executive Director.

16. **Sole Property of C/CAG.** Work products of Consultant which are delivered under this Agreement or which are developed, produced and paid for under this Agreement, shall be and become the property of C/CAG. Consultant shall not be liable for C/CAG's use, modification or re-use of products without Consultant's participation or for purpose other than those specifically intended pursuant to this Agreement.

17. **Record Retention; Right to Monitor and Audit.**

a. For the purpose of determining compliance with Gov. Code § 8546.7, the Consultant, Subconsultants, and C/CAG shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the Agreement. All parties, including the Consultant's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date

of final payment under the Agreement. C/CAG, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Consultant, Subconsultants, and the Consultant's Independent CPA, that are pertinent to the Agreement for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

- b. Consultant shall maintain all required records relating to services provided under this Agreement for three (3) years after C/CAG makes final payment and all other pending matters are closed, and Consultant shall be subject to the examination and/or audit by C/CAG, a Federal grantor agency, and the State of California.
- c. Consultant shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by C/CAG.
- d. Consultant agrees upon reasonable notice to provide to C/CAG, to any Federal or State department having monitoring or review authority, to C/CAG's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

17.1. Audit Review Procedures

- a. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by Agreement, shall be reviewed by C/CAG's Finance Department.
- b. Not later than thirty (30) calendar days after issuance of the final audit report, Consultant may request a review by C/CAG's Finance Department of unresolved audit issues. The request for review will be submitted in writing.
- c. Neither the pendency of a dispute nor its consideration by C/CAG will excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.
- d. Consultant and subconsultant Agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an Agreement audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, 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, C/CAG, or local government officials are allowed full access to the CPA's work papers including

making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by Consultant and approved by C/CAG Contract Administrator to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by C/CAG at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, C/CAG or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

- e. Consultant's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Consultant and approved by the C/CAG Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.
 - 1. During IOAI's review of the ICR audit work papers created by the Consultant's independent CPA, IOAI will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, C/CAG will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

 - a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
 - 2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management

letter. IOAI will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

3. If the Consultant fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.
4. Consultant may submit to C/CAG final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of C/CAG; and, (3) IOAI has issued its final ICR review letter. The Consultant **MUST SUBMIT ITS FINAL INVOICE TO C/CAG** no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other agreements executed between C/CAG and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.
18. **Permits/Licenses.** If any license, permit, or approval is required to perform the work or services required by this Agreement, Consultant bears the responsibility to obtain said license, permit, or approval from the relevant agency at Consultant's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.
19. **Lobbying.** Consultant agrees to comply with the restrictions on the use of federal funds for lobbying activities set forth in 31 United States Code §1352 and 49 C.F.R. Part 20.
20. **Merger Clause; Amendments.** This Agreement, including Exhibits A and B attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto regarding the matters covered in this Agreement, and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this Agreement are not binding. All subsequent amendments shall be in writing and signed by the C/CAG Chair. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit A or B attached hereto, the terms, conditions or specifications set forth herein shall prevail.
21. **Governing Law.** This Agreement shall be governed by the laws of the State of California, without regard to its choice of law rules, and any suit or action initiated by either party shall be brought in the County of San Mateo, California.
22. **Notices.** All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid and addressed as follows:

City/County Association of Governments of San Mateo County
555 County Center, 5th Floor
Redwood City, CA 94063
Attention: Kaki Cheung

Notices required to be given to Consultant shall be addressed as follows:

Kimley-Horn
1300 Clay Street, Suite 325
Oakland, CA 94612
Attention: Randy Durrenberger

IN WITNESS WHEREOF, the parties hereto have affixed their hands on the day and year first above written.

Kimley-Horn (Consultant)

By _____ Date _____
Randy Durrenberger, P.E.
Project Manager/ Sr. Vice President

City/County Association of Governments of San Mateo County (C/CAG)

By _____ Date _____
Sean Charpentier
C/CAG Executive Director

By _____ Date _____
Melissa Andrikopoulos
C/CAG Legal Counsel

Exhibit A

Scope of Work

Project Tasks and Schedule

The following work plan describes our approach to project management, coordination, design, and implementation of the C/CAG San Mateo County Smart Corridors Northern Cities Expansion Project.

TASK 1: PROJECT MANAGEMENT AND COORDINATION

Task 1.1 Project Kick-off, Charter, and Schedule

Within 1 week of receiving Notice to Proceed, we will facilitate a Project Kick-Off Meeting to discuss the following:

- Review Scope of Work elements
- Review project schedule and constraints
- Define C/CAG, applicable stakeholder, and Caltrans coordination strategy, including project packaging and construction administration
- Identify adjacent project coordination
- Discuss other elements of Project Charter
- Discuss Quality Control
- Review administrative and invoicing procedures

Following the Kick-Off Meeting, we will prepare a draft project charter, outlining stakeholders' roles and responsibilities; project risks, issues, and assumptions; and describe a plan to resolve project risks and constraints, if any.

We will also provide an updated project schedule reflecting input during the Kick-Off Meeting. This project schedule will be regularly updated and available for review at any time during the project.

Task 1.2 Meeting Agendas, Materials, and Notes

During the project, Kimley-Horn will conduct up to 28 bi-weekly project coordination meetings, and two (2) design review meetings to keep C/CAG staff informed about project schedule, budget, and progress. Kimley-Horn will provide a single point of contact to C/CAG and City Staff to be available for questions during the project development. We will prepare notes, agenda, and applicable exhibits (when appropriate) for each meeting.

Task 1.3 Monthly Invoices and Progress Reports

Kimley-Horn will submit monthly invoices with associated project status reports for the effort completed each month. Progress reports will include status updates on completed and ongoing project tasks, deliverables completed, and upcoming milestones.

Task 1.4 Quality Management (QC/QA) Plan

Kimley-Horn will prepare a Quality Management Plan that discusses our approach to Quality Control and Quality Assurance specifically for this project. Our quality control approach manages internal review cycles and stakeholder comment resolution to track issue resolution. During each design phase following the 65% PS&E package, we will facilitate a comment resolution meeting to review comments with the City and Caltrans. Kimley-Horn will provide support in preparation of federal documents as part of the

Caltrans Local Assistance Procedure Manual (LAPM), in compliance of federal-aid project requirements. This effort and discussion is discussed in Task 3.

Task 1 Deliverables:

- *Project Charter*
- *Project Schedule (with regular updates)*
- *Meeting Agendas, Materials, and Notes*
- *Monthly invoices and progress reports*
- *Quality Management Plan*

TASK 2: PRELIMINARY ENGINEERING AND SUPPLEMENTAL DESIGN DOCUMENTATION

TASK 2.1 DOCUMENT REVIEW, DATA COLLECTION AND FIELD VISIT

Kimley-Horn will revalidate the background information illustrated in the 35% plans, Design Basis Memorandum, Environmental Documents, and Incident Response Methodology. Based on our current knowledge of the project elements and assuming no major changes in the 35% plans, we will perform a one-day field investigation to collect additional data that enables us to proceed with the 65% PS&E.

TASK 2.2 UTILITY COORDINATION AND RIGHT-OF-WAY CERTIFICATION

Kimley-Horn will conduct additional existing underground utility coordination to supplement information collected during the PA&ED phase. New potential conflicts and high-risk utilities will be added to the design plans. Nearly all potential conflicts can be avoided, but if potential conflicts become apparent, specifically with pole foundations, we will conduct potholing at those locations to positively identify existing utilities. We do not anticipate any utility relocations as part of this project, which is typical for an intelligent transportation systems (ITS) project. In support of the federal-aid project requirements compliance, Kimley-Horn will prepare a utility certification submittal consistent with Local Assistance Procedures Manual (LAPM).

Kimley-Horn will prepare the Right-of-Way Application to support the Caltrans Local Assistance requirements. Our subconsultant, Associated Right/Way Services, will provide the required certification. We do not anticipate any necessary right-of-way acquisition.

TASK 2.3 PUBLIC INFORMATION AND OUTREACH MATERIALS

Kimley-Horn will use our Graphics Department to produce a project fact sheet with project information for use on agency websites, public handouts, and slide decks for agency meetings. The content will include graphics and narrative to clearly describe and illustrate the project overview, project elements, and schedule.

TASK 2.4 PRE- AND POST-CONSTRUCTION SYSTEM PERFORMANCE ANALYSIS

Kimley-Horn will prepare a before and after study of the project corridors to evaluate the performance of the system. We will utilize the methodology set forth in the PA/ED phase of this project to complete this assessment. The analysis will focus on both traffic performance measures as well as ongoing operational/institutional benefits the system provides.

As outlined in the previous project phase, the traffic performance measures will include, but not limited to:

- Reduction in Measured Congestion
- Reduction in System Travel Time
- Reduction in Queue Clearance Duration

- Reduction in Amount of Traffic Filtering through Local Network
- Percentage of Time that the use of Smart Corridor Devices Provides Satisfactory Flow
- Volume Throughput on the Alternate Route

It is assumed that Streetlight Data and data from the project corridor MVDS elements will be used to gather data for this evaluation. Evaluations will assess the system improvements during normal operations (non-incident) as well as incident operations.

In addition to the traffic performance measures, institutional/operational benefits will be evaluated. It is expected that these will include, but not limited to:

- Percentage of Incidents that Require Active Traffic Monitoring on Local Streets
- Results of User Surveys on the Use of the Smart Corridor Tools
- Average Time After an Incident when Caltrans Notifies Local Agencies
- Average Time to Activate Alternate Routes
- Resources Expended for Managing Traffic on Local Streets During Freeway Incidents

It is assumed that Caltrans/CHP incident logs, Smart Corridor system logs, Caltrans staff and user surveys, and operator logs will be used to gather data for this evaluation. We will also investigate the use of Kimley-Horn Traction data (which compiles Google and Microsoft Azure data) for supplemental travel time data during peak and off-peak periods.

It is assumed that both the traffic performance measures assessment and the institutional/operational benefits evaluation will be completed twice per year for the first two years after implementation and once every year after that. Kimley-Horn will provide final evaluation methodology and complete testing for the first year after implementation. Future tests can be completed by Kimley-Horn as an additional service (to be completed for an additional fee upon written consent from CCAG) or will be C/CAG conducted by C/CAG staff. To aid in future tests, Kimley-Horn will evaluate the use of an evaluation dashboard to streamline access to evaluation criteria.

TASK 2.5 INCIDENT RESPONSE PLANS

In lieu of developing fixed incident response timing plans and graphics, Kimley-Horn will evaluate the feasibility of deploying adaptive traffic signal operations for the Northern Cities Smart Corridors. This effort will include:

- Evaluate feasibility and conditions with using the Caltrans-approved adaptive signal system for the Smart Corridors
- Evaluate feasibility and costs associated with using the Caltrans-approved adaptive signal system for full-time operations.
- Implications of including adaptive signal timing in conjunction with existing incident response protocol and roles/responsibilities

We are budgeting 60 hours to produce a Draft and Final Adaptive Signal System Feasibility Memorandum. In addition, we are budgeting an additional 40 hours to perform initial implementation services which may include: providing initial adaptive system deployment, developing initial adaptive signal timing parameters, and updating the incident response standard operating procedures to include adaptive functionality. We will define this 40 hour scope with C/CAG staff after the Draft Memorandum has been submitted. Additional effort beyond the budgeted hours can be completed as an additional service for an additional fee upon written consent from CCAG.

Assuming that an adaptive system will be implemented along these corridors, turning movement counts are not required and will not be included in this contract.

If we determine that adaptive operations are not feasible for this project, we will discuss with C/CAG how to proceed with the remaining budget for this task.

Task 2 Deliverables:

- *Utility Certification*
- *Right-of-Way Certification*
- *Caltrans Encroachment Permit Application*
- *Pre- and Post-Construction System Performance Analysis*
- *Public Information and Outreach Materials*
- *Draft and Final Adaptive Signal System Feasibility Memorandum*
- *Initial adaptive system deployment, developing initial adaptive signal timing parameters, and/or updating the incident response standard operating procedures (if necessary and as budget allows)*

TASK 3: PREPARATION OF PS&E FOR CONSTRUCTION AND DEPLOYMENT

The following PS&E scope assumes that we will prepare a single design package to be advertised as a single contract. We assume that Daly City will administer construction in Daly City and Colma; Brisbane will administer construction in Brisbane.

TASK 3.1 PREPARE 65%, 95%, AND FINAL PS&E PACKAGES

Building on the base mapping and 35% design plans prepared for the PA&ED phase, Kimley-Horn will advance the design to a 65% design plans, specifications, and estimate (PS&E) package. The 65% plans will add construction drawings and details for to the following:

- Applicable electrical details (CCTV camera, trailblazer signs, Video detection, etc.)
- Fiber interconnect plans and splice diagrams
- New equipment locations
- Conduit/cable routing
- Fiber splicing
- Cabinet and controller modifications
- Existing equipment integration/modification
- Fiber communications and infrastructure modifications
- End equipment integration at the TMC

The plan set will be prepared as a single package, with appropriate designation for relevant sheets in Daly City/Colma and Brisbane.

The 65% design specifications will be provided in a format consistent with Caltrans' Standard Specifications. The specifications will contain initial boilerplate language and specifications for anticipated project elements and requirements (e.g., NSSPs). We will also include Federal-Aid boilerplate language for this type of project funding. We assume that Daly City, Colma, and Brisbane will not require customized specifications for their respective jurisdictions.

Kimley-Horn will prepare a 65% Estimate of Probable Construction Cost, consisting of a complete list of individual bid items and quantities at the current design stage, possible alternate bid items, and contingency costs that may need to be considered based on the City's construction budget and varying market conditions. We will distinguish estimated construction costs within each jurisdiction.

In parallel with the 65% PS&E submittal, Kimley-Horn will prepare and submit the following applicable federal-aid compliance documentation:

- PG&E service applications

- Encroachment Permit application
- Caltrans LAPM applications/documentation
- E-76 “Authorization to Proceed” Submittal

Through the remainder of design, we will monitor and coordinate with Caltrans to obtain approval of these documents prior to construction.

Stakeholder review comments on the 65% PS&E will be compiled in a comment resolution form to track comments through the final design. Kimley-Horn will facilitate a stakeholder comment resolution meeting following C/CAG and stakeholder review of the 65% PS&E package.

Following receipt of 65% comments, Kimley-Horn will proceed with preparing the 95% PS&E package, which is intended to be bid-ready pending final review. The 95% PS&E set will address, incorporate, and resolve the 65% comments received from C/CAG and stakeholders, and provide additional design details to create a Final Bid-Ready PS&E package. These documents will be ready for advertisement.

Approaching the 65%, 95%, and Final PS&E submittals, Kimley-Horn will perform an independent quality review of the plans, specifications, and estimate. This review will be conducted by a registered Professional Engineer in the State of California that has not been directly involved in the design. The independent reviewer will provide a complete review and each design stage and provide the design team a mark-up set of review comments.

TASK 3.2 CONSTRUCTABILITY REVIEW SUMMARY MEMORANDUM AND RE FILE

Kimley-Horn will facilitate a field constructability review with C/CAG and project stakeholder engineers and inspectors to walk-through the corridor and discuss design intent and possible constructability challenges. This review will identify conduit alignment and placement, device locations, and other input on design intent. We will capture field notes and submit a memorandum summarizing field discussions.

As part of the 95% PS&E review, Kimley-Horn will facilitate a peer review by a reputable construction management firm to complete an independent constructability review of the plans.

In addition, Kimley-Horn will prepare a Resident Engineer’s file containing a list of all project contacts, memorandums, quantity calculations, permit conditions, and relevant reports that may be beneficial during construction and submit to C/CAG upon project completion.

Task 3 Deliverables:

- *65%, 95%, and Final Bid-Ready PS&E Packages*
- *Request for Authorization to Proceed for Construction (E-76) Submittal*
- *Constructability Review Summary Memorandum*
- *Resident Engineer File*

TASK 4: ADVERTISING AND BID SUPPORT

Prior to construction, during the bidding phase, Kimley-Horn will provide bid support to the Cities during the bid phase. Bid support will include leading and attending the contractor pre-bid meeting and site walk-through (if required) to review project details and expectations with potential bidders.

Kimley-Horn will review responsive bids against the Engineer’s Estimate and provide input to the pricing. We will assist the City in preparing a response to pre-bid questions and bidder RFIs, and a bid addendum to resolve outstanding issues. We will highlight risks and outliers that may present issues. If the lowest bid exceeds the project budget, we will provide input on phasing or staging of project elements that will still result in a functioning project. In the event any addenda are issued, a conformed set of construction documents will be prepared.

A total of 40 hours has been included for this task for the project. We assume a single advertisement period for the entire project. Additional effort will be considered as additional services to be completed

for an additional fee upon receipt of written authorization from C/CAG.

Task 4 Deliverables:

- *Attend Pre-bid Meeting*
- *Respond to Bidder Questions and RFIs*
- *Prepare Design Modifications and Addenda (if required)*
- *Bid analysis and input*

TASK 5: DESIGN SUPPORT DURING CONSTRUCTION

Kimley-Horn will provide design support during construction, which will include attendance at pre-construction meetings (assume 1 for Daly City and 1 for Brisbane), review of contractor submittals, response to contractor RFIs, preparation of Construction Change Orders, and field support to discuss contractor questions or field conditions. Field support will also include input to contractor system integration and testing of field equipment and central system interfaces at each city. Kimley-Horn will conduct up to two (2) site visits and attend up to two (2) meetings during construction. We will maintain a log of RFIs, approvals, and CCOs during the project and have available upon request.

As budget permits, we will attend weekly construction meetings to provide additional input to contractor progress, system integration, and system activation. Any additional effort will be considered as additional services to be completed for an additional fee upon receipt of written authorization from C/CAG.

As construction approaches completion, Kimley-Horn will participate in a final walk-through of the project to provide input on the inspector's punch list of remaining work. After construction is complete, Kimley-Horn will prepare as-built drawings based on contractor-provided plan sheet redlines. As-built drawings will be prepared in AutoCAD (and Microstation, if required for Caltrans) and will be submitted within 2 weeks of receipt of contractor markups.

Kimley-Horn will support C/CAG to review information gathered and provided by the Contractor during the project in support of the Federal-aid Project Audit. This effort will assist in confirming the Contractor and the project have fulfilled the Federal-aid requirements.

A total of 136 hours has been included for this task.

Task 5 Deliverables:

- *Attend Pre-construction Meeting*
- *Prepare Conformed Construction Plans and Specifications (to incorporate bid addenda if required)*
- *Log Contractor Submittals*
- *Respond to Contractor Submittals, RFIs, and Contract Change Orders*
- *Change Order Assessments*
- *Participate in Field Visits and Punch List Walk-through*
- *Prepare As-builts*
- *Participate in Federal-aid Project Audit*

TASK 6: SYSTEM INTEGRATION AND TESTING

Kimley-Horn will coordinate with consultants responsible for testing and integration of the system components. We will provide input and support to consultants to all relevant components of the system, which includes, but is not limited to:

- Development of integration and testing plan requirements
- Traffic signal controller timing conversions, database population, TMC software updates
- Prepare incident management flush plans (as part of Incident Management task)
- Input and support for CCTV camera configurations at the TMCs

- Input and support for configuration of new vehicle detection
- Input and support for configuration of communications network in the field and at TMCs
- Training support for user interfaces and system maintenance for daily operations

A total of 80 hours has been included for this task for the project. Any additional effort will be considered as additional services to be completed for an additional fee upon receipt of written authorization from C/CAG.

Task 6 Deliverables:

- *Final System Integration and Testing Input*
- *Traffic Signal Conversion Files*
- *Input to CCTV Camera Configuration*
- *Input to configuration of new vehicle detection*
- *Input to communications network configuration*
- *Communications Network Training Input*

TASK 7: AS-NEEDED TASKS (OPTIONAL)

Kimley-Horn will provide additional as-needed services to support overall development and implementation of this project. Task scope and fee will be determined as they are identified, but may include:

- Signal timing development for time-of-day plans
- Additional potholing beyond base scope assumptions
- Additional System Integration beyond base scope assumptions
- Additional Design Support During Construction beyond base estimate of hours

Task 7 Deliverables:

- *To be determined*

Exhibit B

Project Budget and Schedule

		Total Hours	KH Total Cost	Direct Expenses	Sub Cost	Subconsultant Total	Project Total
Task 1	Project Management and Coordination	150	\$ 33,892.24	\$ -	\$ -	\$ -	\$ 33,892.24
1.1	Project Kick-Off, Charter, and Schedule	32	\$ 7,667.97			\$ -	\$ 7,667.97
1.2	Meetings Agendas, Materials, and Notes (16 meetings)	36	\$ 9,320.30			\$ -	\$ 9,320.30
1.3	Monthly Invoices and Progress Reports	56	\$ 11,188.31			\$ -	\$ 11,188.31
1.4	Quality Management (QC/QA) Plan	26	\$ 5,715.67			\$ -	\$ 5,715.67
Task 2	Preliminary Engineering and Supplemental Design	365	\$ 66,182.86	\$ 110.66	\$ 25,000.00	\$ 25,000.00	\$ 91,293.52
2.1	Document Review, Data Collection, and Field Visit	48	\$ 7,984.14	\$ 110.66			\$ 8,094.80
2.2a	Utility Coordination	34	\$ 5,172.80		\$ 20,000.00	\$ 20,000.00	\$ 25,172.80
2.2b	Right-of-Way Certification	8	\$ 1,127.82		\$ 5,000.00	\$ 5,000.00	\$ 6,127.82
2.3	Public Information and Outreach Materials	51	\$ 9,073.96				\$ 9,073.96
2.4	Pre- and Post-Construction System Performance Analysis	124	\$ 23,321.89			\$ -	\$ 23,321.89
2.5	Prepare Incident Response Plans	100	\$ 19,502.24			\$ -	\$ 19,502.24
Task 3	Preparation of PS&E for Construction and Deployment	1019	\$ 163,620.66	\$ 200.00	\$ 4,000.00	\$ 4,000.00	\$ 167,820.66
3.1a	Prepare 65% PS&E Package (Paper and Electronic Format)	214	\$ 34,851.66	\$ 100.00		\$ -	\$ 34,951.66
3.1b	Prepare 95% PS&E Package (Paper and Electronic Format)	388	\$ 60,584.30			\$ -	\$ 60,584.30
3.1c	Prepare Final Bid-Ready PS&E Package (Paper and Electronic Format)	270	\$ 43,257.55			\$ -	\$ 43,257.55
3.1d	Prepare Caltrans Documents (Encroachment Permit Application and E-76 Request for Authorization to Proceed)	84	\$ 14,279.77			\$ -	\$ 14,279.77
3.2a	Constructability Review and Summary Memorandum	42	\$ 7,428.63	\$ 100.00	\$ 4,000.00	\$ 4,000.00	\$ 11,528.63
3.2b	Resident Engineer (RE) File	21	\$ 3,218.75			\$ -	\$ 3,218.75
Task 4	Advertising and Bid Support	50	\$ 10,431.84	\$ 50.00	\$ -	\$ -	\$ 10,481.84
4.1	Attend Pre-Bid Meeting and Site Walk-through	8	\$ 2,080.69	\$ 50.00			\$ 2,130.69
4.3	Respond to Bidder Questions and RFIs	6	\$ 1,626.14				\$ 1,626.14
4.2	Prepare Design Modifications Addenda, if required	28	\$ 4,644.33				\$ 4,644.33
4.4	Bid Analysis and Input	8	\$ 2,080.69			\$ -	\$ 2,080.69
Task 5	Design Support during Construction	136	\$ 28,376.94	\$ 50.00	\$ -	\$ -	\$ 28,426.94
5.1	Attend Pre-construction Meeting	10	\$ 2,501.52				\$ 2,501.52
5.2	Prepare Conformed Construction Plans and Specifications	8	\$ 1,451.45			\$ -	\$ 1,451.45
5.3	Respond to Contractor Submittals, RFIs, and Construction Change Orders (CCO) Requests, Attend Field Visits, Log Contractor Submittals	72	\$ 15,371.47	\$ 50.00		\$ -	\$ 15,421.47
5.4	Final Walk-Through, Develop Punch List Items, and Prepare As-builts	36	\$ 6,288.49			\$ -	\$ 6,288.49
5.5	Support to Prepare Federal-Aid Project Audit Documentation	10	\$ 2,764.01			\$ -	\$ 2,764.01
Task 6	System Integrator and Testing	66	\$ 14,283.34	\$ -	\$ -	\$ -	\$ 14,283.34
6.1	Input to Integration and Testing Plan	16	\$ 3,724.85			\$ -	\$ 3,724.85
6.2	Prepare Traffic Signal Controller Conversions	26	\$ 5,451.95			\$ -	\$ 5,451.95
6.3	Input to CCTV camera, vehicle detection, and comm network configuration	12	\$ 2,553.27			\$ -	\$ 2,553.27
6.4	Input to Communications Network Training Materials	12	\$ 2,553.27			\$ -	\$ 2,553.27
Task 7	As-Needed Tasks (Optional)	0	\$ -	\$ -	\$ -	\$ -	\$ -
7.1	Signal Timing Development for Time-of-Day Plans (18 intersections)	0	\$ -			\$ -	\$ -
7.2	Additional Potholing	0	\$ -			\$ -	\$ -
7.3	Additional System Integration	0	\$ -			\$ -	\$ -
7.4	Additional Design Support During Construction	0	\$ -			\$ -	\$ -
7.5		0	\$ -			\$ -	\$ -
	TOTAL HOURS	1786					
	Subtotal Labor:		\$ 316,787.89	\$ 410.66	\$ 29,000.00	\$ 29,000.00	\$ 346,198.55
						Escalation at 3% (of 40% of labor fee)	\$ 3,801.45
						TOTAL COST INCLUDING ESCALATION	\$ 350,000.00

Project Schedule

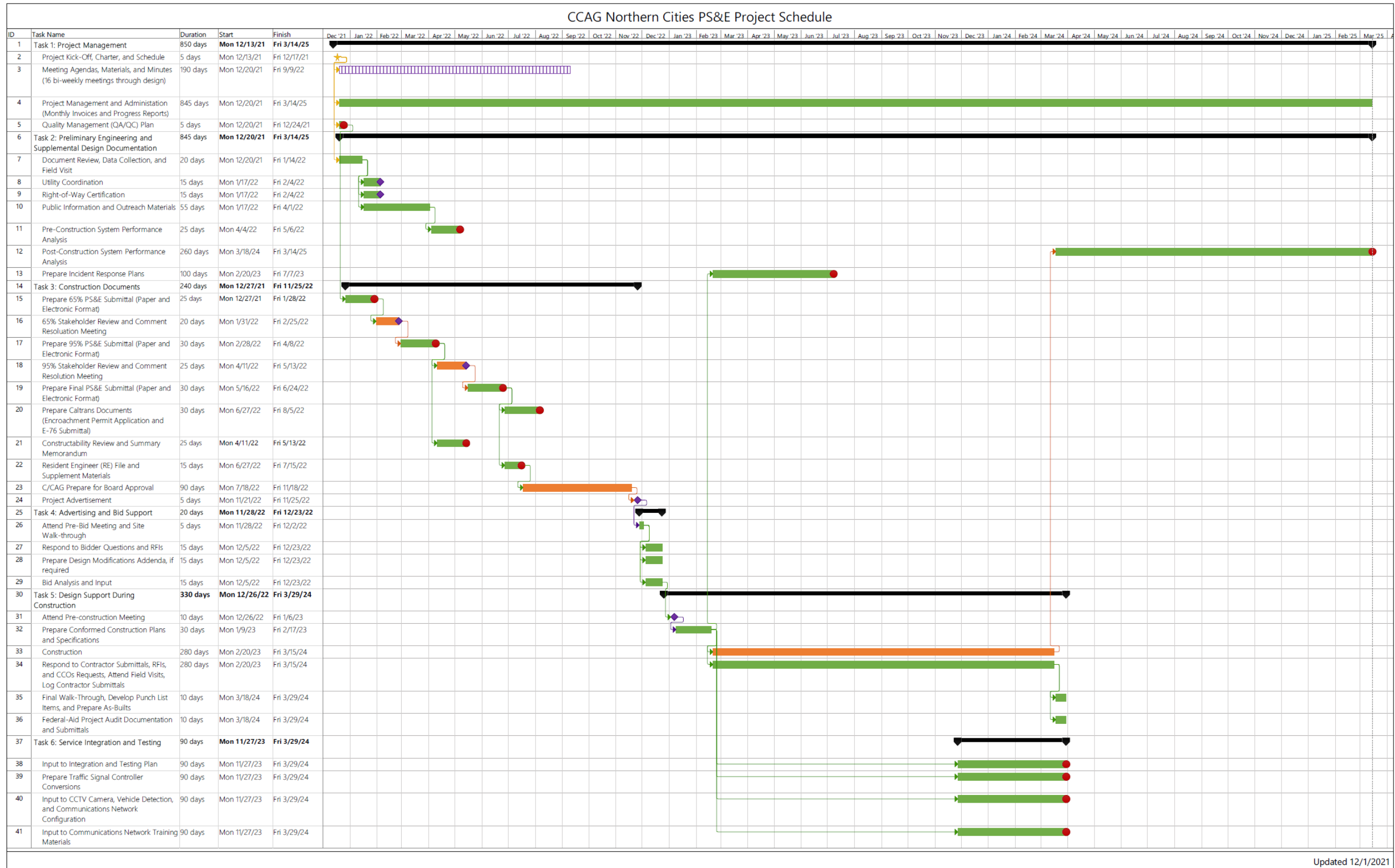


Exhibit C

Key Personnel Assignment

	<u>Name</u>	<u>Loaded Rate/hour</u>	<u>Est. hours</u>	<u>Description</u>
1.	Randy Durrenberger	\$356.18	88	Project Manager
2.	Kwasi Akwabi	\$265.01	5	Principal-in-Charge
3.	Alyssa Phaneuf	\$263.46	12	QA/QC
4.	Ryan Dole	\$236.94	24	Sr. Technical Advisor
5.	Brian Sowers	\$300.87	12	Task Lead
6.	Shawn Rainey	\$178.51	300	Task Lead
7.	Timothy McCarron	\$163.66	42	Task Lead

DRAFT