



REPORT TO CITY COUNCIL

Approved by:



Keith Helmuth, Department Director



Arnaldo Rodriguez, City Manager

Council Meeting of: December 15, 2021

Agenda Number: D-2

SUBJECT:

Consultant Services Agreement with T J K M for design services for traffic signals and new signal controller upgrades

RECOMMENDATION:

Adopt a Resolution approving an Agreement with T J K M in the amount of \$128,738.77 for design services for:

1. New traffic signal at the intersection of Cleveland Avenue and Granada Drive
2. New Traffic Signal at the intersection of South Street and D Street
3. New signal controller upgrades at the intersection of Howard Road and Pine Street, and the intersection of Olive Avenue, W. Yosemite Avenue, and Q Street

SUMMARY:

The City received a Congestion Mitigation and Air Quality (CMAQ) Grant for the aforementioned projects. In order to expediate the projects, staff is proposing that the City retain an outside firm to assist in the design of the various improvements. The consultant services agreement with T J K M is for design engineering and preparation of contract documents including plans and specifications for all three projects. The agreement also stipulates that the consultant will also provide specified engineering support services during construction.

BACKGROUND:

These projects are part of the Madera County 2021 Federal Transportation Improvement Program Fiscal Years 2020-21 through 2023-24. The Madera County Transportation Commission (MCTC) allocated Federal Transportation Improvement Program (FTIP) CMAQ (Congested Mitigation and Air Quality) funds for the traffic signal projects.

In accordance with the City's Capital Improvement Program (CIP), construction of traffic signal projects will be funded in Fiscal Year (FY) 2022/23 primarily by CMAQ funds with matching funds from Local Transportation Funds (LTF) Streets funds, Developer Impact Fees (DIF) Traffic Signals, and Measure T funds.

A Request for Proposals (RFP) for the engineering design services was released for advertisement on September 29, 2021, on the City's website, Madera Tribune, and ebidder website. Additionally, the Engineering Department reached out to engineering firms in the area. As summarized on Table 1, the City received two engineering proposals on October 26, 2021.

Table 1: Responses to the City's RFP
<i>Firm</i>
T J K M
Peters Engineering Group

It is noted that unlike some bidding processes, the Traffic Signal RFP is funded using federal grants administered through CalTrans. The City is not permitted to use price in the selection criteria. The evaluation of both bids was based on:

- Qualifications/Experience (20 percent)
- Organization/Approach (30 percent)
- Scope of Services (30 percent)
- Manpower (10 percent)
- Schedule of Work (10 percent)

After a thorough evaluation, T J K M was selected. Negotiations commenced to come to an agreement on a fee and contract terms. Worth noting that in this particular case, T J K M was the lowest bidder; although cost was not a factor during the review process.

FINANCIAL IMPACT:

There is no fiscal impact to the City's General Fund. All engineering design funding is from CMAQ funds and Local Transportation Fund (LTF) – Streets.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 433 - Maintain or improve air quality through innovative programs and cooperative local plans. Ensure adherence to State and Federal air- quality policies.

ALTERNATIVES:

As an alternative, Council may direct staff to:

- Not enter into an agreement with T J K M. Delays may result in loss of funds.
- Request that staff conduct additional research and continue the item to a future meeting.

ATTACHMENTS:

1. Resolution
2. Exhibit A – Consultant Services Agreement
3. Location Map

RESOLUTION NO. 21-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN CONSULTANT SERVICES AGREEMENT WITH T J K M, IN THE AMOUNT OF \$128,738.77 FOR ENGINEERING DESIGN SERVICES FOR A NEW TRAFFIC SIGNAL AT THE INTERSECTION OF CLEVELAND AVENUE AND GRANADA DRIVE, CITY PROJECT TS-24, FED PROJECT CML 5157(124); A NEW TRAFFIC SIGNAL AT THE INTERSECTION OF SOUTH STREET AND D STREET, CITY PROJECT TS-32, FED PROJECT CML 5157(125); AND NEW SIGNAL CONTROLLER UPGRADES AT THE INTERSECTION OF HOWARD ROAD AND PINE STREET AND THE INTERSECTION OF OLIVE AVENUE, W. YOSEMITE AVENUE AND PINE STREET (HOPYQ), CITY PROJECT TS-23, FED PROJECT CML 5157(121)

WHEREAS, the City has a need for certain new traffic signals and controllers (Project); and

WHEREAS, engineering services by a professional firm are required for the Project; and

WHEREAS, the City of Madera (City) published a Request for Proposal on the City's website and solicited firms to provide a proposal for the Project; and

WHEREAS, the City received two proposals in response to the Request for Proposal; and

WHEREAS, T J K M was selected based on their experience and knowledge of the proposed project.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, determines and orders as follows:

1. The above recitals are true and correct.
2. The approval of a consultant services Agreement, attached hereto as Exhibit A, with T J K M, in the amount \$128,738.77 for engineering design services for:
 - a. New traffic signal at the intersection of Cleveland Avenue and Granada Drive, City Project TS-24, Fed Project CML 5157(124)
 - b. New Traffic Signal at the intersection of South Street and D Street, City Project TS-32, Fed Project CML 5157(125).
 - c. New signal controller upgrades at the intersection of Howard Road and Pine Street and the intersection of Olive Avenue, W. Yosemite Avenue, and Q Street (HOPYQ) City Project TS-23, Fed Project CML 5157(121).
3. This resolution is effective immediately.

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EXHIBIT A

CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF MADERA AND

T J K M

This Agreement for Consultant Services (“Agreement”) is made and entered into this _____ day of _____, 2021 between the City of Madera, a municipal corporation of the State of California, ("CITY"), and T J K M ("CONSULTANT").

RECITALS

WHEREAS, CITY plans to obtain Consultant Services Agreement with T J K M in the amount of \$ 128,738.77 for engineering design services for:

1. New traffic signal at the intersection of Cleveland Avenue and Granada Drive, City Project TS-24, Fed Project CML 5157(124)
2. New Traffic Signal at the intersection of South Street/D Street, City Project TS-32, Fed Project CML 5157(125).
3. New signal controller upgrades at the intersection of Howard Road and Pine Street and the intersection of Olive Avenue, W. Yosemite Avenue, and W Streets (HOPYQ), City Projects TS-23, Fed Project CML 5157(121); and

WHEREAS, CITY needs professional engineering services for the Project; and

WHEREAS, CITY engaged in a competitive Request for Proposals process for the desired work; and

WHEREAS, CONSULTANT is qualified and certified to provide the required professional services and is knowledgeable of Federal, State and City standard policies and regulatory requirements; and

WHEREAS, CITY desires to hire CONSULTANT for to provide professional services for the Project..

AGREEMENT

NOW THEREFORE, the Parties incorporate the foregoing recitals and agree as follows:

ARTICLE I. STATEMENT OF WORK

A. Scope of Services

CONSULTANT shall provide the professional services as set forth in Exhibit 'A', Scope of Services, attached hereto and incorporated herein by reference as if fully set forth. CONSULTANT’s Project Manager shall meet with CITY’s Project Manager, as needed, to discuss progress on the project(s)..

Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact, or the Caltrans District Director signs the Record of Decision (see [LAPM Chapter 6: Environmental Procedures](#), and the Standard Environmental Reference).

E. CITY Obligations

The CITY shall provide CONSULTANT with the following:

- a. Project Manager to work and coordinate with CONSULTANT.
- b. Timely review of all submittals.
- c. Payment of fees for permits.
- d. The data in its possession that is required for CONSULTANT'S performance.

ARTICLE II. COST PROPOSAL.

The work to be performed under this AGREEMENT is described in Article I Statement of Work and the approved CONSULTANT's Cost Proposal dated October 24, 2021. The approved CONSULTANT's Cost Proposal is attached hereto as Exhibit B and incorporated by reference as if fully set forth. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE III. CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the CITY's 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.
- B. CONSULTANT's Project Manager shall meet with CITY's Project Manager, as needed, to discuss progress on the AGREEMENT.

ARTICLE IV. PERFORMANCE PERIOD

- A. The Parties shall agree on a Notice to Proceed date. The time for performance of this Agreement shall commence on the Notice to Proceed date and shall end on December 30, 2023, unless extended by AGREEMENT amendment.
- B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on CITY until the AGREEMENT is fully executed and approved by the City Council.
- C. Time is of the essence in the completion of the services covered by this AGREEMENT. Failure of CONSULTANT to comply with the above time schedule by more than fourteen (14) calendar days, unless the delay is not attributable to CONSULTANT or is attributable to CITY, is sufficient cause to terminate this AGREEMENT, at the option of the CITY.

ARTICLE V. INDEPENDENT CONTRACTOR

- A. For the purposes of this Agreement, "CONSULTANT" shall be deemed to include not only CONSULTANT, but also any agent, employee, subcontractor or subconsultant of CONSULTANT.

CONSULTANT acknowledges and agrees that at all times, CONSULTANT or any agent or employee of CONSULTANT shall be deemed at all times to be an independent CONSULTANT and is wholly responsible for the manner in which it performs the services and work requested by CITY under this Agreement.

- B. CONSULTANT, its agents, and employees will not represent or hold themselves out to be employees of the CITY at any time. CONSULTANT or any agent or employee of CONSULTANT shall not have employee status with CITY, not be entitled to participate in any plans, arrangements, or distributions by CITY pertaining to or in connection with any retirement, health or other benefits that CITY may offer its employees.
- C. CONSULTANT or any agent or employee of CONSULTANT is liable for the acts and omissions of itself, its employees, and its agents. CONSULTANT shall be responsible for all obligations and payments, whether imposed by federal, state, or local laws, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to CONSULTANT's performing services and work, or any agent or employee of CONSULTANT providing same.
- D. Nothing in this Agreement shall be construed as creating an employment or agency relationship between CITY and CONSULTANT or any agent or employee of CONSULTANT. Any terms in this Agreement referring to direction from CITY shall be construed as providing for direction as to policy and the result of CONSULTANT's work only, and not as to the means by which such a result is obtained. CITY does not retain the right to control the means or the method by which CONSULTANT performs work under this Agreement.

ARTICLE VI. ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this AGREEMENT will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article I Statement of Work. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and CITY. Adjustment in the total lump sum compensation will not be effective until authorized by AGREEMENT amendment and approved by CITY.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, CITY shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.
- C. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by CITY and notification to proceed has been issued by CITY'S Project Manager. No payment will be made prior to approval of any work, or for any work performed prior to approval of this AGREEMENT.
- D. CONSULTANT will be reimbursed within thirty (30) days upon receipt by CITY'S Project Manager of itemized invoices. 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 milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due. The final invoice must be submitted within sixty (60) calendar days after completion of CONSULTANT's work unless a later date is approved by the CITY. Invoices shall be mailed to CITY's Project Manager, Steve Bettencourt, Senior Civil Engineer, at the City of Madera, 428 E. Yosemite Avenue, Madera, CA 93637

- E. The total amount payable by CITY shall not exceed \$ 128,738.77.

ARTICLE VII. EXTRA SERVICES

CITY agrees to pay CONSULTANT for extra services not contemplated hereunder as set forth in the Scope of Services or for such services as may be specifically requested by CITY through the City Engineer in writing and agreed to by CONSULTANT for an agreed to fixed fee or hourly rate of compensation or for necessary expenses over that listed in the Budget; provided, however, the City Engineer's authority is limited to expenditures not to exceed the amount of \$ 12,874.00 dollars.

ARTICLE VIII. TERMINATION

- A. This AGREEMENT may be terminated by CITY, provided that CITY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, CITY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date.
- B. CITY may temporarily suspend this AGREEMENT, at no additional cost to CITY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If CITY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to CITY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT, except as provided in ARTICLE VIII. Upon termination, CITY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE IX. 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 CITY.
- 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.

ARTICLE X. RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Government Code § 8546.7, the CONSULTANT, Subconsultants, and CITY 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. CITY, 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 CONSUTANT, 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.

ARTICLE XI. 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 CITY'S City Manager or designee.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by CITY'S City Manager or designee of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by CITY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this 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, CITY, 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 CITY Project Manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by CITY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, CITY 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 Caltrans Audits and Investigation (A&I). Caltrans A&I, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the CITY Project Manager 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 Caltrans A&I's review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans A&I will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans A&I identifies significant issues during the review and is unable to issue a cognizant approval letter, CITY 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 A&I.

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 Caltrans A&I is unable to issue a cognizant letter per paragraph E.1. above, Caltrans A&I may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans A&I 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 Caltrans A&I 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 CITY final invoice only when all of the following items have occurred: (1) Caltrans A&I accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of CITY; and, (3) Caltrans A&I has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO CITY 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 CITY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE XII. SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the CITY and any subconsultants, and no subcontract shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the CITY for the acts and omissions of its subconsultants/subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its subconsultants/subcontractors is an independent obligation from the CITY's obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the CITY Project Manager, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any subcontract entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the CITY.
- E. Any substitution of Subconsultants must be approved in writing by the CITY Project Manager in advance of assigning work to a substitute Subconsultant.

ARTICLE XIII. ASSIGNMENT

It is understood that neither party shall assign, sublet, subcontract or transfer its rights or obligations under this Agreement except with the prior written consent of the other party.

ARTICLE XIV. STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer

(http://www.dot.ca.gov/hq/construc/LaborCompliance/documents/District-Region_Map_Construction_7-8-15.pdf). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at CITY construction sites, at CITY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve CITY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov>.

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

a. The information contained in the payroll record is true and correct.

b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by CITY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the CITY Project Manager by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by CITY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
 5. The CONSULTANT shall inform CITY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to CITY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by CITY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the CITY Project Manager.
- F. Penalty
1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the CITY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
 3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion

thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, CITY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If CITY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if CITY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by CITY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the CITY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subcontract exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XV. CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this AGREEMENT or any ensuing CITY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing CITY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to CITY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either CITY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XVI. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

ARTICLE XVII. PROHIBITION OF EXPENDING CITY, STATE, OR FEDERAL FUNDS FOR LOBBYING

- A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
 - 1. No State, Federal, or CITY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
 - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVIII. NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by CITY to implement such article. The applicable regulations of the Fair Employment and

Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the CITY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or CITY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

ARTICLE XIX. 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 CITY. 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.

ARTICLE XX. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. 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 CITY in a good faith effort to achieve California's statewide overall DBE goal.
- B. The goal for DBE participation for this AGREEMENT is 20%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in [Exhibit 10-01: Consultant Proposal DBE Commitment](#) , or in [Exhibit 10-02: 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. DBEs and other small businesses, as defined in 49 CFR Part 26 are encouraged to participate in the performance of AGREEMENTS financed in whole or in part with federal funds. The CITY, CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the CITY 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 the contractor from future bidding as non-responsible
- E. A DBE firm may be terminated only with prior written approval from CITY and only for the reasons specified in 49 CFR §26.53(f). Prior to requesting CITY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR §26.53(f). 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.

- F. Consultant shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of Consultant) pursuant to prior written authorization of the CITY's Project Manager.
- 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 each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. Upon completion of the AGREEMENT, a summary of these records shall be prepared and submitted on the form entitled, [Exhibit 17-F: Final Report-Utilization of Disadvantaged Business Enterprise \(DBE\) First-Tier Subconsultants](#), certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Project Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Project Manager.
- L. 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 should be reported to CITY's Project Manager within thirty (30) calendar days.

M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XXI. INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

- \$2,000,000 General Liability (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- \$2,000,000 Automobile Liability combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- Worker's Compensation as required by the State of California and \$1,000,000 Employer's Liability per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- \$1,000,000 Professional Liability (Errors & Omissions) per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

Maintenance of Coverage

Consultant shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Consultant shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all

times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)

Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

Notice of Cancellation

Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims

Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

ARTICLE XXII. INDEMNIFICATION

Indemnity for Professional Liability: When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the City in the performance of professional services under this agreement.

Indemnity for Other Than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant, except when caused by the active negligence or willful misconduct of the City.

ARTICLE XXIII. FUNDING REQUIREMENTS

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

ARTICLE XXIV. CHANGE IN TERMS

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by CITY's Project Manager.

- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by CITY's Project Manager.

ARTICLE XXV. CONTINGENT FEE

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

ARTICLE XXVI. DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of CITY's Project Manager and CITY's Engineer, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by CITY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXVII. INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit CITY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXVIII. SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by CITY Safety Officer and other CITY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

- B. Pursuant to the authority contained in Vehicle Code §591, CITY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

ARTICLE XXIX. OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. CITY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXX. CLAIMS FILED BY CITY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by CITY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with CITY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that CITY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from CITY. Consultation or testimony

will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.

- C. Services of CONSULTANT's personnel in connection with CITY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXXI. CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to CITY's operations, which are designated confidential by CITY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by CITY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or CITY's actions on the same, except to CITY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by CITY, and receipt of CITY'S written permission.
- E. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than CITY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXXII. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

ARTICLE XXXIII. EVALUATION OF CONSULTANT

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

ARTICLE XXXIV. RETENTION OF FUNDS

No retainage will be withheld by CITY from progress payments due the CONSULTANT. Retainage by the CONSULTANT or subconsultants is prohibited, and no retainage will be held by the CONSULTANT from progress due subconsultants. Any violation of this provision shall subject the violating CONSULTANT or subconsultants to the penalties, sanctions, and other remedies specified in Business and Professions Code §7108.5. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE CONSULTANT and subconsultants.

ARTICLE XXXV. NOTIFICATION

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

CITY OF MADERA

Keith Helmuth, City Engineer
Engineering Department
428 E. Yosemite Ave
Madera, CA 93637

CONSULTANT

Atul Patel, Director of ITS & Design
T J K M
4305 Hacienda Drive, Suite 550
Pleasanton, CA 94588

ARTICLE XXXVI CONTRACT

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

ARTICLE XXXVII

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CITY OF MADERA

By: _____
Santos Garcia, Mayor

T J K M

By: _____
Atul Patel

Title: Director of ITS & Design

94-2239515
Taxpayer ID Number

APPROVED AS TO FORM:

By: _____
Hilda Cantu Montoy, City Attorney

ATTEST:

By: _____
Alicia Gonzales, City Clerk

EXHIBIT A - SCOPE OF WORK

Approach

The City of Madera is seeking qualified consulting firms for Civil Engineering Design for Traffic Engineering and Right of Way Acquisition at three locations. The project includes federal funding and is included in City's 2021/22 Capital Improvement Program. The project improvements include the following locations:

TS-23 Traffic Signal Modification at the intersections of Pine Street and Howard Avenue and Q Street at Yosemite Avenue (aka HOPYQ intersection)

- Remove existing signal system with Adaptive Signal Control
- Implement Adaptive Signal Control at both signals to coordinate the intersections
- Replace existing controllers with ATCS and upgrade communications equipment
- Protect existing detection in place and integrate with proposed signal improvements
- Develop signal timing plans with adaptive signal parameters
- Be present with City Engineering/Public Works for signal turn-on and programming during construction
- Existing detection will be reviewed during field visit and recommendations will be provided to protect in place or install new detection based on requirements of adaptive signal system
- No survey and ROW research required at this location
- Plans to be developed on google aerials

TS-24 Cleveland Avenue and Granada Drive

- Modify existing signal equipment and pull boxes for new signal install and operation
- Utilize existing traffic signal-luminaire poles and electrical conduits runs as possible
- Perform traffic study to determine turn pocket lengths and optimal phasing for intersection
- Develop new signal timing sheet for programming into controller
- Review truck turn templates to ensure curb radius is adequate
- Utilize existing service pedestal for new signal
- Add any new required conduits or pull boxes for fully functioning system.
- No survey and ROW research required at this location
- Plans to be developed on google aerials

TS-32 E. South Street and N. D Street

- Installation of brand new signal at intersection
- Perform traffic study to determine turn pocket lengths and optimal phasing for intersection
- Develop new signal timing sheet for programming into controller
- Underground/Overhead utilities at this location a concern such as storm drain inlets, utility poles with overhead power lines, commercial signage
- TJKM will review overhead line heights to ensure new poles can be placed and meet the electrical code radial clearance
- Perform topographic survey and ROW determination work at this location

- Verify if existing ramps are ADA compliant, upgrade if found non-compliant

TJKM has a really good understanding of this scope of work and feel confident we can deliver all items to City in timely manner to keep within anticipated project schedule. The following is the detailed scope of work to accomplish all the work.

SCOPE OF WORK

Below is our proposed scope of work for this contract.

TASK 1 – PROJECT MANAGEMENT/KICK-OFF

Subtask 1.1 – Kick-Off Meeting

Prior to the beginning of work, TJKM will meet with the City of Madera’s project staff to exchange contact information from all project team members, and identify other contacts important to the project. We will establish a line of communication between the TJKM Team and City staff, identify the key personal for contact and relaying of information back and forth. It is assumed that the kick-off/coordination meeting will be attended by the City of Madera Project Manager, among other staff deemed necessary by the City. The meeting will seek to discuss important aspects of the project, which include but are not limited to the following:

- Discuss coordination, project impacts, goals, and schedule.
- Discuss format of drawings and specifications.
- Obtain available information such as traffic signal and street lighting as-built and standard specifications from the City.
- Discuss key aspects of the traffic signal hardware upgrades design and clarification on the following assumptions:
 - The City will lead the CEQA and NEPA Clearance task and fill out the required paperwork
 - Caltrans Local Assistance Coordination to be handled by the City; the TJKM Team to provide assistance as necessary to get all approvals based on the schedule provided in the City’s RFP.
 - No widening (capacity increasing) improvements will be implemented as part of this project. It is assumed that existing curb line will remain in place.
 - City to provide preliminary ROW maps, tract maps, and GIS information for TJKM to overlay onto the basemaps and TJKM Team will augment the provided data with new survey work as to be completed by this project.
- Utility Potholing has not been included in the scope of work.
- Discuss in detail, issues to be resolved in the scope of work, if any.

Deliverables

- ✓ *Schedule*
- ✓ *Meeting Minutes*

Subtask 1.2 – Project Management

TJKM will manage the schedule and budget throughout the duration of the project. The City of Madera will handle the E-76 paperwork in-house for obtaining the Request for Authorization (RFA) for construction approval from Caltrans Local Assistance Program. TJKM to provide any supporting concept documents if required.

TJKM will maintain frequent and timely communication with the City of Madera during the design and construction phase of the project. A biweekly conference call will be scheduled with the City's Project Manager to go over outstanding issues and work completed in the previous two weeks and work to be conducted over the next few weeks.

TJKM will prepare meeting minutes at all the meetings attended and provide action item logs for subsequent follow-up via email. We have budgeted meetings at the following stages:

- Kick-Off Meeting
- Review of 60% Submittal
- Review of 90% Submittal

Additional meetings can be conducted with a contract amendment and billed on a time and materials basis.

TASK 2 – PRELIMINARY DESIGN

Subtask 2.1 – Field Reconnaissance

The TJKM Team will begin project work by performing a site reconnaissance at the three (3) project locations mentioned in the RFP. Field visits will include verification of existing signal infrastructure and condition and note all existing items to protect in place and items that need to be removed. Site reconnaissance images will be collected and provided to City as requested.

Deliverables

- ✓ *Site Photos*

Subtask 2.2 – Topographic Survey and Utility Coordination

At intersection of South and D Street: perform topographic survey of all hardscape and softscape, including: grade breaks, high points, low points. In flat areas, measure spot elevations in a grid pattern at 25-foot intervals.

Locate surface-visible utility features and improvements, such as: signs, fences, walls, buildings, striping, driveways, walkways, drainages, structures, lights, poles, bollards, general limits of vegetated or landscaped areas, USA markings, vaults, valves, meters, boxes, pedestals, cleanouts, manholes, drain inlets, catch basins, culverts, outfalls, and standpipes.

Perform topographic survey of all hardscape and softscape, including: grade breaks, high points, low points.

Locate surface-visible utility features and improvements, such as: signs, fences, walls, buildings, striping, driveways, walkways, drainages, structures, lights, poles, bollards, general limits of vegetated or landscaped areas, USA markings, vaults, valves, meters, boxes, pedestals, cleanouts, manholes, drain inlets, catch basins, culverts, outfalls, and standpipes.

Trees 6" in diameter or larger will be located.

At manholes and accessible structures measure invert elevation of all gravity storm drains and sewer pipes. Annotate topographic survey drawing with invert elevation, approximate diameter, and orientation of each pipe visible at the time of the survey. Where access is not practical, O'Dell Engineering shall indicate by notation on the mapping deliverable.

Prepare topographic map at a 1" = 20' scale.

Determine record location of road rights-of-way, property boundaries, and easements as defined by an analysis of record maps, physical evidence, and any other client-provided information. This is not a fully resolved boundary. Excludes setting of monuments or filing maps/corner records.

Compile a list of utility companies who may have facilities in the vicinity of project.

Request copies of existing maps, GIS data, improvement plans, as-builts, record drawings, etc. from each utility operator that shows their existing subsurface infrastructure within the project limits.

Use compiled records together with field observed surface evidence to prepare a subsurface utility base map drawing, and incorporate the information into the topographic survey.

Where possible, existing utility meta information will be annotated on the base mapping to reflect available details extracted from the provided utility drawings.

Deliverables

- ✓ *Survey Base Map in AutoCAD Civil 3D 2018 Format*
- ✓ *PDF Copy of Survey Base Map*
- ✓ *Utility Facility mapping in AutoCAD Civil 3D 2018 Format*
- ✓ *PDF Copy of the Utility Map*

Subtask 2.3 – Right of Way Determination

At the intersection of South and D Street, TJKM Team will prepare up to three land description packages to support fee or easement acquisitions. A land description package includes a written description, a closure report, and a plat (exhibit).

Deliverables

- ✓ *Land description packages signed and stamped by a California licensed Professional Land Surveyor*

Subtask 2.4 – Traffic Study and Signal Timing

The City of Madera will provide the traffic counts required for data collection. The data collected will be used to determine optimal signal timing for each intersection. Draft technical memorandum will be

developed for the proposed signal timings and submitted for review and approval by City of Madera staff. Final Technical Memorandum will be prepared based on City comments. TJKM will acquire typical City of Madera signal timing sheets to prepare required signal timing sheets for each intersection

Deliverables

- ✓ *Draft and Final Traffic Study*
- ✓ *Signal Timing Sheets*

TASK 3 – DETAILED DESIGN PHASE

Subtask 3.1 – 60% Submittal

TJKM will prepare 60% plans using the topographic surveying information for South and D Street to develop those plans and use high resolution aerials for the other two intersections.

The signal plans will be prepared to scale and show layout of all traffic signal equipment for this project including but not limited to; signal poles, signal heads, conduits, and signal phasing. A set of signal interconnect and signage and striping plans will be developed alongside signal improvement plans. The design for the signal modifications shall follow standards laid out in the Caltrans Standard Plans and Specifications, the California Manual on Uniform Traffic Control Devices, and the City of Madera current standards.

TJKM will prepare a base map showing existing information to facilitate the design of all the necessary improvements. The base map limits will be sufficient to cover all necessary improvements within the project area.

TJKM will prepare an engineer's estimate for anticipated cost of construction during each review stage to check vs. the construction funding amount budgeted and adjust the project to fit within the funding amount.

TJKM to acquire boilerplate technical specifications and prepare specifications and special provisions in accordance with the City of Madera's standards and will adhere to City's latest standard specifications and utilizing the Standard Specifications for Public Works Construction ("Greenbook").

Deliverables

- ✓ *60% Plans, pdf and hardcopies as requested*
- ✓ *60% Specifications (in Word) and Estimate in PDF format (or in Excel if requested)*

Subtask 3.2 – 90% Submittal

The TJKM Team will receive one set of non-conflicting comments on the 60% PS&E from the City and have a phone call or video call meeting with City staff to get clarification on any comments that need further discussion.

The Team will then prepare 90% design plans according to City staff's comments and submit for one last comment review.

Deliverables

- ✓ 90% Plans, pdf and hardcopies as requested
- ✓ 90% Specifications (in Word) and Estimate in PDF format (or in Excel if requested)

Subtask 3.3 – Bid Package Submittal

The TJKM Team will receive one set of non-conflicting comments on the 90% PS&E from the City and have a phone call meeting with City staff to get clarification on any comments that need further discussion.

The plans will be construction ready at this point. It is anticipated that the comments will be minor editorial comments in this submittal. The Engineer's estimate and specifications shall be refined further and finalized based on City comments. If any minor refinement is required to documents it will be handled in this task and final hard copies will be provided to the City to begin the bidding process.

Deliverables

- ✓ Bond paper Final Plans, full size (36" x 24") hard copy (one set)
- ✓ PDF plans, full size (36" x 24")
- ✓ Bid Specifications (in Word) and Estimate in PDF format (or in Excel if requested)
- ✓ Any other documents required by the City for complete Bid Documents

TASK 4 – BIDDING & CONSTRUCTION SUPPORT

During the bidding phase of this project, the TJKM Team will answer any bidder's question and provide clarifications to the bid questions. We will respond to Requests for Information (RFIs) and will prepare addenda, as necessary. The TJKM Team will also prepare conformed documents, as necessary.

During construction, TJKM will assist City staff as follows:

- Prepare responses to contractor's RFIs during the construction phase, if required
- Review contractor equipment submittals
- Attend up to one field meeting
- Provide signal timing sheets
- Prepare Record Drawings from Contractor's redline markups
- Be on-site for signal turn-on and fine tuning

Deliverables

- ✓ Addendum(s), clarifications, and conformed documents, as necessary
- ✓ Clarifications and response to submittals
- ✓ Record drawings in AutoCAD and .pdf format

EXCEPTIONS TO THE SCOPE OF SERVICES

Please note that the following are not included in the Work Plan detailed above:

- Potholing

- Hazardous waste testing, monitoring, and contingency plan for both site and building demolition work
- Geotechnical monitoring, potholing, construction management, inspection, supervision, and scheduling
- Design plans for gas, electric, and telephone service
- Record survey maps, tentative maps, parcel maps, final maps, and legal descriptions and sketches and construction staking
- Design revisions during construction

EXHIBIT B - COST PROPOSAL

City of Madera

Proposal for: Engineering Services for Federally Funded Projects

TS-23 HOPYQ Intersection Traffic Signal Modifications

TS-24 Cleveland Ave/Granada Dr Traffic Signal

TS-32 South Street/D Street Traffic Signal

Prepared by TJKM Transportation Consultants

Task	TJKM									Hours by Task	Cost by Task	TJKM ODCs	TJKM Total Fee	O'Dell Engineering Fee	TJKM Total Fee
	Ruta Jariwala	Sayed Fakhry	Atul Patel	Rutvij Patel	Sandeep Paparaju	Praveena Samaleti	Anna Highsmith	Erika Chung	Manuel Montero						
	PIC	QA/QC	Project Manager	Task Lead	Task Lead	Assistant Transportation Planner	Assistant Transportation Engineers								
Direct Salary	\$91.54	\$81.73	\$84.48	\$65.10	\$61.73	\$46.54	\$40.34	\$33.65	\$36.55						
Overhead	108.49%	108.49%	108.49%	108.49%	108.49%	108.49%	108.49%	108.49%	108.49%						
Fringe	32.71%	32.71%	32.71%	32.71%	32.71%	32.71%	32.71%	32.71%	32.71%						
Profit	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%						
Billing Rate	\$242.87	\$216.85	\$224.14	\$172.72	\$163.78	\$123.48	\$107.03	\$89.28	\$96.97						
Project Management	0	0	46	6	0	0	0	0	0	52	\$ 11,346.89	\$ -	\$ 11,346.89	\$ -	\$ 11,346.89
Kick-Off Meeting	0	0	6	6	0	0	0	0	0	12	\$ 2,381.19	\$ -	\$ 2,381.19	\$ -	\$ 2,381.19
Project Management	0	0	40	0	0	0	0	0	0	40	\$ 8,965.69	\$ -	\$ 8,965.69	\$ -	\$ 8,965.69
Preliminary Design	10	6	4	16	16	60	0	0	16	128	\$ 18,970.86	\$ 450.00	\$ 19,420.86	\$ 17,500.00	\$ 36,920.86
Field Reconnaissance	0	0	0	16	0	0	0	0	16	32	\$ 4,315.16	\$ 450.00	\$ 4,765.16	\$ -	\$ 4,765.16
Topographic Survey & Utility Coordination	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ 15,500.00	\$ 15,500.00
Right of Way Determination	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00
Traffic Study and Signal Timing	10	6	4	0	16	60	0	0	0	96	\$ 14,655.69	\$ -	\$ 14,655.69	\$ -	\$ 14,655.69
Detailed Design Phase	11	22	54	88	0	0	92	144	136	547	\$ 70,637.20	\$ -	\$ 70,637.20	\$ -	\$ 70,637.20
60% Submittal	5	10	22	40	0	0	48	56	56	237	\$ 30,790.60	\$ -	\$ 30,790.60	\$ -	\$ 30,790.60
90% Submittal	3	6	16	28	0	0	24	48	40	165	\$ 21,185.38	\$ -	\$ 21,185.38	\$ -	\$ 21,185.38
Bid Package Submittal	3	6	16	20	0	0	20	40	40	145	\$ 18,661.23	\$ -	\$ 18,661.23	\$ -	\$ 18,661.23
Bidding and Construction Support	8	0	12	12	0	8	20	0	0	60	\$ 9,833.82	\$ -	\$ 9,833.82	\$ -	\$ 9,833.82
Total	29	28	116	122	16	68	112	144	152	787	\$ 110,788.77	\$ 450.00	\$111,238.77	\$ 17,500.00	\$ 128,738.77

City of Madera

Proposal for: Engineering Services for Federally Funded Projects

TS-23 HOPYQ Intersection Traffic Signal Modifications

Prepared by TJKM Transportation Consultants

Task	TJKM										Hours by Task	Cost by Task	TJKM ODCs	TJKM Total Fee	O'Dell Engineering Fee	Total Fee
	Ruta Jariwala	Sayed Fakhry	Atul Patel	Rutvij Patel	Sandeep Paparaju	Praveena Samaleti	Anna Highsmith	Erika Chung	Manuel Montero							
	PIC	QA/QC	Project Manager	Task Lead	Task Lead	Assistant Transportation Planner	Assistant Transportation Engineers									
Direct Salary	\$91.54	\$81.73	\$84.48	\$65.10	\$61.73	\$46.54	\$40.34	\$33.65	\$36.55							
Overhead	108.49%	108.49%	108.49%	108.49%	108.49%	108.49%	108.49%	108.49%	108.49%							
Fringe	32.71%	32.71%	32.71%	32.71%	32.71%	32.71%	32.71%	32.71%	32.71%							
Profit	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%							
Billing Rate	\$242.87	\$216.85	\$224.14	\$172.72	\$163.78	\$123.48	\$107.03	\$89.28	\$96.97							
Project Management	0	0	12	2	0	0	0	0	0	14	\$ 3,035.15	\$ -	\$ 3,035.15	\$ -	\$ 3,035.15	
Kick-Off Meeting			2	2						4	\$ 793.73		\$ 793.73		\$ 793.73	
Project Management			10							10	\$ 2,241.42		\$ 2,241.42		\$ 2,241.42	
Preliminary Design	8	2	4	8	8	40	0	0	8	78	\$ 11,680.29	\$ 150.00	\$ 11,830.29	\$ -	\$ 11,830.29	
Field Reconnaissance				8						16	\$ 2,157.58	\$ 150.00	\$ 2,307.58		\$ 2,307.58	
Topographic Survey & Utility Coordination										0	\$ -		\$ -		\$ -	
Right of Way Determination										0	\$ -		\$ -		\$ -	
Traffic Study and Signal Timing	8	2	4		8	40				62	\$ 9,522.71		\$ 9,522.71		\$ 9,522.71	
Detailed Design Phase	3	6	16	16	0	0	20	40	24	125	\$ 16,418.74	\$ -	\$ 16,418.74	\$ -	\$ 16,418.74	
60% Submittal	1	2	8	8				8	16	8	\$ 6,912.01		\$ 6,912.01		\$ 6,912.01	
90% Submittal	1	2	4	4				8	16	8	\$ 5,324.55		\$ 5,324.55		\$ 5,324.55	
Bid Package Submittal	1	2	4	4				4	8	8	\$ 4,182.19		\$ 4,182.19		\$ 4,182.19	
Bidding and Construction Support	8		4	4		8	4			28	\$ 4,946.41	\$ -	\$ 4,946.41	\$ -	\$ 4,946.41	
Total	19	8	36	30	8	48	24	40	32	245	\$ 36,080.60	\$ 150.00	\$ 36,230.60	\$ -	\$ 36,230.60	

City of Madera

Proposal for: Engineering Services for Federally Funded Projects

TS-24 Cleveland Ave/Granada Dr Traffic Signal

Prepared by TJKM Transportation Consultants

Task	TJKM										Hours by Task	Cost by Task	TJKM ODCs	TJKM Total Fee	O'Dell Engineering Fee	Total Fee
	Ruta Jariwala	Sayed Fakhry	Atul Patel	Rutvij Patel	Sandeep Paparaju	Praveena Samaleti	Anna Highsmith	Erika Chung	Manuel Montero							
	PIC	QA/QC	Project Manager	Task Lead	Task Lead	Assistant Transportation Planner	Assistant Transportation Engineers									
Direct Salary	\$91.54	\$81.73	\$84.48	\$65.10	\$61.73	\$46.54	\$40.34	\$33.65	\$36.55							
Overhead	108.49%	108.49%	108.49%	108.49%	108.49%	108.49%	108.49%	108.49%	108.49%							
Fringe	32.71%	32.71%	32.71%	32.71%	32.71%	32.71%	32.71%	32.71%	32.71%							
Profit	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%							
Billing Rate	\$242.87	\$216.85	\$224.14	\$172.72	\$163.78	\$123.48	\$107.03	\$89.28	\$96.97							
Project Management	0	0	17	2	0	0	0	0	0	19	\$ 4,155.87	\$ -	\$ 4,155.87	\$ -	\$ 4,155.87	
Kick-Off Meeting			2	2						4	\$ 793.73		\$ 793.73		\$ 793.73	
Project Management			15							15	\$ 3,362.14		\$ 3,362.14		\$ 3,362.14	
Preliminary Design	1	2	0	4	4	10	0	0	4	25	\$ 3,645.28	\$ 150.00	\$ 3,795.28	\$ -	\$ 3,795.28	
Field Reconnaissance				4					4	8	\$ 1,078.79	\$ 150.00	\$ 1,228.79		\$ 1,228.79	
Topographic Survey & Utility Coordination										0	\$ -		\$ -		\$ -	
Right of Way Determination										0	\$ -		\$ -		\$ -	
Traffic Study and Signal Timing	1	2			4	10				17	\$ 2,566.49		\$ 2,566.49		\$ 2,566.49	
Detailed Design Phase	4	8	26	40	0	0	40	56	56	230	\$ 30,154.36	\$ -	\$ 30,154.36	\$ -	\$ 30,154.36	
60% Submittal	2	4	10	16			24	24	24	104	\$ 13,396.96		\$ 13,396.96		\$ 13,396.96	
90% Submittal	1	2	8	16			8	16	16	67	\$ 9,069.59		\$ 9,069.59		\$ 9,069.59	
Bid Package Submittal	1	2	8	8			8	16	16	59	\$ 7,687.81		\$ 7,687.81		\$ 7,687.81	
Bidding and Construction Support			4	4			8			16	\$ 2,443.70	\$ -	\$ 2,443.70	\$ -	\$ 2,443.70	
Total	5	10	47	50	4	10	48	56	60	290	\$ 40,399.22	\$ 150.00	\$ 40,549.22	\$ -	\$ 40,549.22	

City of Madera

Proposal for: Engineering Services for Federally Funded Projects

TS-32 South Street/D Street Traffic Signal

Prepared by TJKM Transportation Consultants

Task	TJKM										Hours by Task	Cost by Task	TJKM ODCs	TJKM Total Fee	O'Dell Engineering Fee	Total Fee
	Ruta Jariwala	Sayed Fakhry	Atul Patel	Rutvij Patel	Sandeep Paparaju	Praveena Samaleti	Anna Highsmith	Erika Chung	Manuel Montero							
	PIC	QA/QC	Project Manager	Task Lead	Task Lead	Assistant Transportation Planner	Assistant Transportation Engineers									
Direct Salary	\$91.54	\$81.73	\$84.48	\$65.10	\$61.73	\$46.54	\$40.34	\$33.65	\$36.55							
Overhead	108.49%	108.49%	108.49%	108.49%	108.49%	108.49%	108.49%	108.49%	108.49%							
Fringe	32.71%	32.71%	32.71%	32.71%	32.71%	32.71%	32.71%	32.71%	32.71%							
Profit	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%							
Billing Rate	\$242.87	\$216.85	\$224.14	\$172.72	\$163.78	\$123.48	\$107.03	\$89.28	\$96.97							
Project Management	0	0	17	2	0	0	0	0	0	19	\$ 4,155.87	\$ -	\$ 4,155.87	\$ -	\$ 4,155.87	
Kick-Off Meeting			2	2						4	\$ 793.73		\$ 793.73		\$ 793.73	
Project Management			15							15	\$ 3,362.14		\$ 3,362.14		\$ 3,362.14	
Preliminary Design	1	2	0	4	4	10	0	0	4	25	\$ 3,645.28	\$ 150.00	\$ 3,795.28	\$ 17,500.00	\$ 21,295.28	
Field Reconnaissance				4					4	8	\$ 1,078.79	\$ 150.00	\$ 1,228.79		\$ 1,228.79	
Topographic Survey & Utility Coordination										0	\$ -		\$ -	\$ 15,500.00	\$ 15,500.00	
Right of Way Determination										0	\$ -		\$ -	\$ 2,000.00	\$ 2,000.00	
Traffic Study and Signal Timing	1	2			4	10				17	\$ 2,566.49		\$ 2,566.49		\$ 2,566.49	
Detailed Design Phase	4	8	12	32	0	0	32	48	56	192	\$ 24,064.10	\$ -	\$ 24,064.10	\$ -	\$ 24,064.10	
60% Submittal	2	4	4	16			16	16	24	82	\$ 10,481.63		\$ 10,481.63		\$ 10,481.63	
90% Submittal	1	2	4	8			8	16	16	55	\$ 6,791.24		\$ 6,791.24		\$ 6,791.24	
Bid Package Submittal	1	2	4	8			8	16	16	55	\$ 6,791.24		\$ 6,791.24		\$ 6,791.24	
Bidding and Construction Support			4	4			8			16	\$ 2,443.70	\$ -	\$ 2,443.70	\$ -	\$ 2,443.70	
Total	5	10	33	42	4	10	40	48	60	252	\$ 34,308.95	\$ 150.00	\$ 34,458.95	\$ 17,500.00	\$ 51,958.95	

EXHIBIT C - RATE SCHEDULE

TJKM - Rate Schedule

Classification	Project Title	Name	Rates
Principal	Principal	Ruta Jariwala	\$242.87
Director	QA/QC	Sayed Fakhry	\$216.85
Director	Project Manager	Atul Patel	\$224.14
Project Manager	Task Lead	Rutvij Patel	\$172.72
Transportation Engineer	Task Lead	Sandeep Paparaju	\$163.78
Assistant Transportation Planner	Assistant Transportation Planner	Praveena Samaleti	\$123.48
Assistant Transportation Engineers	Assistant Transportation Engineers	Anna Highsmith	\$107.03
Assistant Transportation Engineers	Assistant Transportation Engineers	Manuel Montero	\$96.97
Assistant Transportation Engineers	Assistant Transportation Engineers	Erika Chung	\$89.28

Reimbursable Expenses

Plotting (per sheet)	\$18.00
Travel Cost (per mile, subject to change; based on IRS standard mileage rates)	0.56

*All outside services are billed at cost plus a ten percent margin for handling.
Expert Witness charges available upon request.*

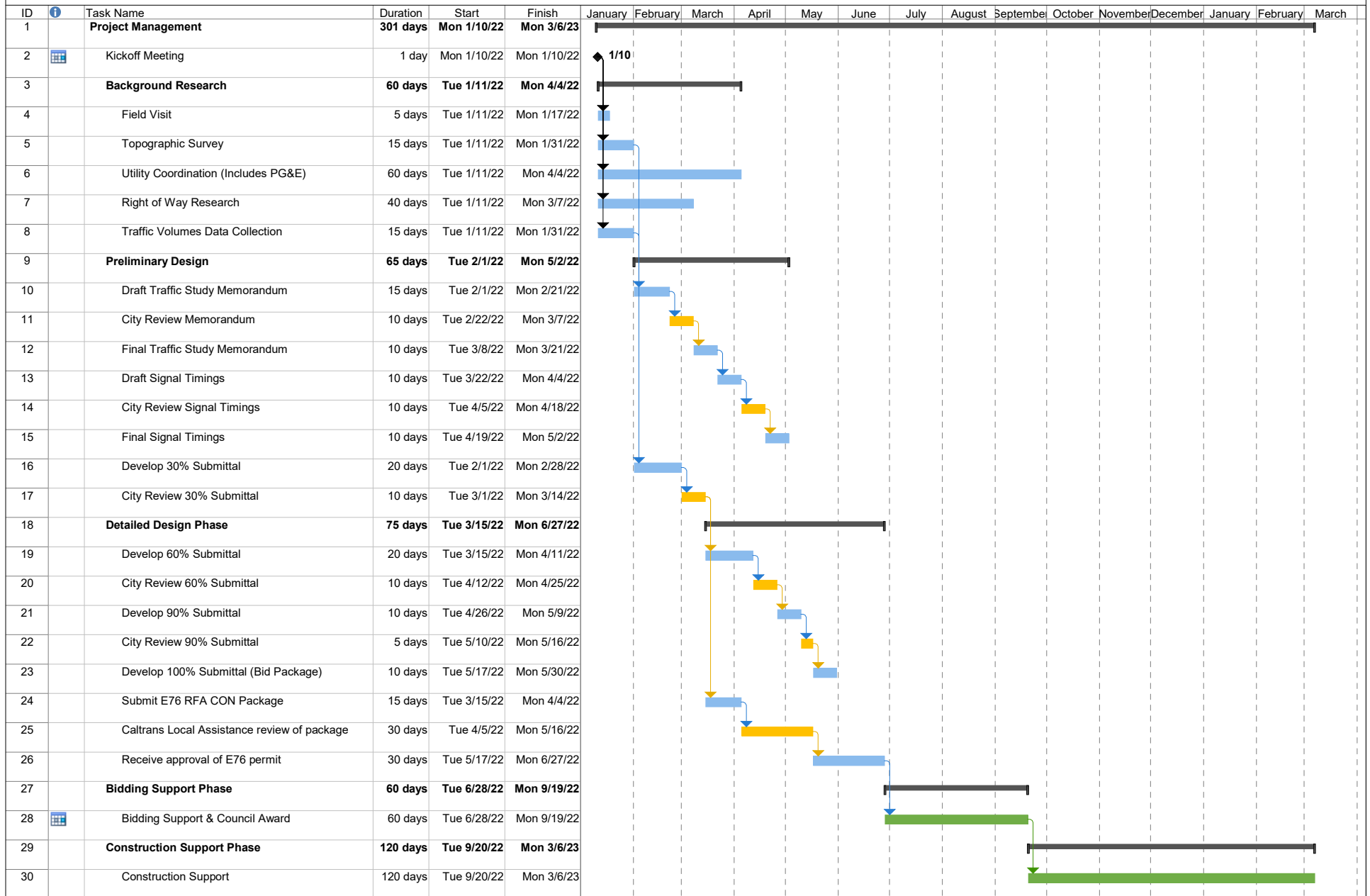
*Rates Effective January 1, 2021
Rates Subject to Change*



EXHIBIT D - PROJECT SCHEDULE

PROJECT SCHEDULE

Engineering Services for Federally Funded Projects
 TS-23 HOPYQ Intersection Traffic Signal Modifications
 TS-24 Cleveland Ave/Granada Dr Traffic Signal
 TS-32 South Street/D Street Traffic Signal



LOCATION MAP

