

**CITY OF ARROYO GRANDE
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 25 day of June 2024 by and between the City of Arroyo Grande, a municipal corporation organized under the laws of the State of California with its principal place of business at 300 E. Branch Street, Arroyo Grande, California 93420, County of San Luis Obispo, State of California ("City") and North Coast Engineering, Inc., a California Corporation, with its principal place of business at 725 Creston Road, Suite C, Paso Robles, CA 93446 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing design engineering services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional services for the Halcyon Complete Streets Project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional design engineering consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from June 25, 2024 to May 31, 2027, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation shall

not exceed **One million, sixty-two thousand, nine hundred eighty-eight dollars (\$1,062,988)** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "B" of this Agreement.

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Greg Jaeger, PE, President, CEO.

3.3.5 City's Representative. The City hereby designates Shannon Sweeney, City Engineer, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates Greg Jaeger, PE, President, CEO or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Period of Performance.

3.3.9.1 Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above (“Performance Time”). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits “A” or “B” attached hereto, or which may be separately agreed upon in writing by the City and Consultant (“Performance Milestones”). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.9.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party’s performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, “orders of governmental authorities,” includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed

a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.3.10.3 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.10.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.3.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

3.3.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage

reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.3.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.3.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, 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 City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.3.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that

such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.3.11.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.3.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.3.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.3.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(C) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.3.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll

records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6 Indemnification.

3.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, City, its officials, officers, employees, agents, or volunteers.

3.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.7 General Provisions.

3.7.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without City's prior written consent.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: North Coast Engineering, Inc.
725 Creston Road, Suite C
Paso Robles, CA 93446
ATTN: Greg Jaeger, PE, President, CEO

City: City of Arroyo Grande
300 E. Branch Street
Arroyo Grande, CA 93420
ATTN: Shannon Sweeney, City Engineer

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.7.4.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the

negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.7.4.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.7.4.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.7.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.7.6 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.7.7 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Luis Obispo County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite

contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.7.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.7.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.7.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.7.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.7.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.7.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.7.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.7.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for

Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.7.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

3.8 Federal and Related Provisions. Consultant shall also fully and adequately comply with the provisions included in Exhibit "A-1" (State Grant Requirements) attached hereto and incorporated herein by reference ("State Grant Provisions"). With respect to any conflict between such provisions and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ARROYO GRANDE AND
NORTH COAST ENGINEERING, INC.**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF ARROYO GRANDE


NORTH COAST ENGINEERING, INC.

Approved By:

**TWO SIGNATURES, President OR Vice
President AND Secretary OR Treasurer
REQUIRED**

Caren Ray Russom
Mayor


Approved as to Form:

By: 
Its: President

Best Best & Krieger LLP
Isaac Rosen, City Attorney

Printed Name: Greg S. Jaeger

Attested By:

By: 
Its: Secretary

Jessica Matson, City Clerk

Printed Name: McKay Knecht Ruck

EXHIBIT "A"
SCOPE OF SERVICES

1. Introduction

We understand that the City desires a bid-ready package representing a comprehensive and cost-effective complete street project bid package. This includes:

- No restrictions to left turn lanes from eastbound Farroll to northbound Halcyon
- A one-lane roundabout at Fair Oaks
- Protected bike lanes if cost-feasible
- 1,500 linear feet of 24-inch storm drain south of Dobson Way to AG Hospital.

Additionally, it will include sidewalk infill, protected bike lanes (if cost feasible) signal modifications as included in the developed master plan for Halcyon Road. ADA curb ramps and driveway approaches will be brought to ADA compliance where it is needed. This project was completed through public outreach, stakeholder involvement, and social media engagement and is funded through the active transportation program.

NCE has assembled a knowledgeable and experienced team to respond to the City's RFP.

PEI has previously provided the exact services outlined in the proposal to several municipal agencies within the County, including Arroyo Grande. Pavement Engineering Inc. is a civil engineering firm specializing in pavement management and rehabilitation. PEI has completed similar projects for over 100 public agencies throughout California. Due to this extensive experience, they comprehend the process and possess the necessary experience, flexibility, communication, and coordination skills to ensure that projects progress smoothly, are completed on time, and stay within budget.

W-Trans maintains an unbiased approach and is adept at explaining why roundabouts, traffic signals, or other types of controls and improvements may or may not be the optimal solution for a particular intersection. This knowledge will be critical when presenting the 65% PS&E to City Council, as questions that go beyond the design elements are likely to be asked. W-Trans has extensive experience designing improvements similar to those identified for Halcyon Road, including roundabouts, traffic signal modifications, enhanced pedestrian crossings with Rectangular Rapid Flashing Beacons (RRFBs), and buffered/protected bicycle lanes.

With these two teams and NCE staff, we believe we can complete the project on time and under budget. This is a successful team as we are currently collaborating on a complete street section in Paso Robles, with one segment in construction and the other wrapping up design.

2. Prior Related Experience

This section summarizes projects of similar scope performed by NCE to demonstrate our experience. NCE has partnered successfully with W-Trans and PEI, most recently on the Creston Road Corridor Phase I and II.

- Pavement Rehabilitation Projects: Completed or in Design
- Each project listed below contained the following elements.
- Pavement testing
- Survey/Boundary/Monument preservation
- Rehabilitation recommendations
- Striping, bike lanes, signal modification (RRFB)
- Curb ramp/driveway approach compliance with ADA
- Drainage review
- Bid Assistance
- Construction Engineering

Projects of Similar Scope

*** Project Descriptions Below*

Creston Road Corridor Phase I and Phase II
City of El Paso de Robles
Contact: Ditas Esperanza, Capital Projects Engineer
Phone: 805.237.3861
Email: desperanza@prcity.com
Cost Phase I: \$9 million
Cost Phase II: \$400K Design Construction: TBD

Measure K-14 Repair and Rehabilitation
City of Grover Beach
Contact: Greg Ray, Director of Public Works/City Engineer
Phone: 805.473.4530
Email: publicworks@groverbeach.org
Cost: \$2.8 million

F-14 Pavement Rehabilitation
City of Atascadero
Contact: Nick DeBar, Director of Public Works/City Engineer
Phone: 805.470.3456
Email: ndebar@atascadero.org
Cost: \$1.3 million

Creston Road Corridor Improvements – Phase I (Paso Robles)



NCE recently prepared construction documents for the Creston Road Corridor from Niblick Road to South River Road. This 1.3-mile section of the road is a vital artery connecting the city's south and north sides. The design includes the evaluation of ADA curb ramps and driveways, bike lanes, complete pavement rehabilitation, additional pedestrian signals (RRFB), design of a one-lane roundabout (to be installed in Phase 2), installation of a communication conduit, and installation of a sewer line. This is funded by Active Transportation Grant.

Measure K-14 Repair and Rehabilitation (Grover Beach)



NCE completed the design and provided bidding services to rehabilitate several sections of roadways, approximately 2.5 miles. The project includes pavement rehabilitation, including removal and repair, cape seal and pavement overlay, restriping, and traffic control plans; pavement widening and striping lanes, sidewalk infill to complete a continuous pedestrian corridor; upgrading ADA ramps to be compliant; and relocating of the head wall. Plans, specifications, and cost estimates were prepared.

F-14 Pavement Rehabilitation (Atascadero)



NCE completed the design and provided bidding services for rehabilitating several sections of roadways, approximately 3.5 miles. The project consists of pavement rehabilitation including removal and repair, cape seal and pavement overlay, restriping, and traffic control plans; pavement widening and striping lanes, sidewalk infill to complete a continuous pedestrian corridor; upgrading ADA ramps to be compliant and the relocation of the head wall. Plans, specifications, and cost estimates were prepared; NCE also provided bidding assistance.

Subconsultants:



At PEI, we have performed work in similar projects for 100+ public agencies throughout California. Because of this extensive work, we understand the process and have the experience, flexibility, communication and coordination skills to ensure projects move forward smoothly, on time and within budget. Because of our experience and philosophy of excellence, many of our clients say, “they wouldn’t go into a project without us,” a testament to our meticulous organization, management and customer service.

Through our involvement with the development and implementation of the Section 39 of the 2010 & 2015 Caltrans Standard Specifications for Hot Mix Asphalt (HMA), PEI has become a leader in designing and testing the new performance based HMA materials. We literally bring millions of tons of HMA experience to the City.



W-Trans provides traffic engineering and transportation planning services that emphasize mobility within available resources and help transform streets to serve all potential users. We are particularly skilled in retrofitting streets and roads to make walking, bicycling and transit use safer and more convenient while also appropriately managing vehicle traffic.

Our strength and focus are on balancing the technical needs and functionality of traffic with the desire of communities to create more livable streets and sustainable transportation systems.

Our staff have applied their skills to a variety of projects ranging from traffic operation analyses, traffic collision reduction programs, transportation facilities design including traffic signal and roundabout design to downtown revitalization, streetscape planning efforts and complete street projects. We take a holistic approach to traffic engineering, realizing that solutions cannot be developed in a vacuum or strictly follow the standards of the past. Traffic analysis and design must be sensitive to the context of the surrounding land use and community goals to be successful.

3. Work Plan

The following is the anticipated scope of work:

Task 1: Topographic and Boundary Survey

The objectives of this task include:

- Project kick-off meeting
- Obtain City, Dry Utility atlases
- Begin survey, detail areas for ADA compliance and Roundabout
- Identify center-line monuments prior to construction
- Record boundary research
- Initiate pavement testing with PEI:
 - Deflection testing and pavement coring to determine the asphalt layer thickness.
 - performed at 100-foot maximum intervals in each travel lane
 - coring will be performed at 500-foot maximum intervals over the street segment.
 - Report summary and analysis of our deflection testing containing:
 - rehabilitation and reconstruction options for the street segment tested
 - all possible rehabilitation options including
 - pulverization and resurfacing, milling and filling,
 - conventional HMA overlay and RHMA overlays,
 - as well as recycling options such as FDR and CIR will be explored.
 - The report includes deflection summary sheets, photos, and a visual description of the street segment.

Field review of the signals will be performed, including obtaining any measurements needed; height of overhead wires will be measured if appropriate to identify conflicts.

Deliverables:

Base map, Summary report of pavement recommendations, Project Kick-off meeting minutes

Task 2: Preliminary Engineering

The purpose of this task is to provide a preliminary layout for approval from the City.

- Prepare base sheet for team
- W-Trans will focus on identifying any existing physical elements (such as major utilities or environmental constraints) to be avoided for the roundabout layout
- A traffic analysis technical memorandum will be prepared containing a summary of the following items, Factors considered in determining the roundabout layout
- Key parameters that should be incorporated into design plans such as grades, cross-slopes, pedestrian/bicycle treatments, and raised island configurations
- Brief summary of design vehicle maneuverability, sight distance, and fastest-path evaluations
- Prepare preliminary striping, markings, lighting (1"=40', City title block if required)
- Identify curb ramps and driveways for ADA compliance
 - approximately twelve ramps and four driveway approaches affected by the proposed project
- Review areas along Halcyon for drainage improvements
- Prepare preliminary layout of storm drain
- Identify R/W needed for proposed improvements



- Review stormwater requirements for roundabout (preliminary report)
- PEI will develop preliminary cost estimates for each viable option and a life cycle cost analysis (LCCA) to assist the City in selecting the most cost effective and constructible options for each street segment.
- Prepare estimate of improvements, and exhibits for City review
- Meet with City to approve preliminary layout

Deliverables:

- Preliminary layout of Halcyon improvements including the roundabout
- traffic analysis technical memorandum
- exhibit showing R/W requirements
- estimate of improvements

City meeting to discuss comments

Task 3: Plans, Specifications and Estimate (PS&E)

NCE will prepare the bid-ready package for the City:

- **Preparation of the PS&E at 65%, which will include:**
 - Incorporating City review comments on the preliminary layout
 - Demolition
 - pavement recommendations along with street sections
 - signal modifications
 - signing and striping
 - roundabout lighting
 - and RRFB improvements,
- Signal modifications will show the existing signal equipment being replaced or upgraded, new bicycle signal heads installed with the project, blank-out signs and new phasing required, and new detection zones for the bicycle facilities.
- W-Trans will use Visual lighting software to conduct a photometric analysis for the roundabout lighting. A photometric analysis exhibit will be prepared in AutoCAD illustrating the proposed lighting levels and pole locations for the City to review. The pole locations, conduits, and pull boxes will be shown at this stage.
- W-Trans will prepare the RRFB layout and details for a solar-powered system at the proposed crossing at the Sycamore/Halcyon intersection.
- Existing and new poles, cabinets, vehicle and pedestrian heads, vehicle and bicycle detection, pre-emption equipment, and street lights will be included on the plans. The level of detail will be sufficient for decision-making and cost estimating
- PEI will provide design assistance to NCE to implement the design approach into
 - Plans and specifications
 - Answering design questions
 - Developing technical specifications for the HMA elements
 - and reviewing the PS&E package to ensure that the pavement recommendations are properly incorporated.
- Submit a pre-construction record of survey to the County (center-line monuments)
- Plan and profile of curb ramps/driveway approaches
- Plan and profile of 1,500 LF of storm drain
- Prepare stormwater memorandum
- Prepare details and sections as needed
- Technical specifications
- Update cost estimate from Task 2
- Submit 65% package to City

Deliverables:

PS&E package including

- Plans with pavement sections
- Plan and profiles
- Technical specifications
- Cost estimate
- Revised roundabout geometric layout per comments
- Halcyon/El Camino/US 101 on/off ramps signal modification plans
- Halcyon/Grand signal modification plans
- Signing and striping plans
- Roundabout Electrical Lighting Plans
- RRFB layout plans and details.

Preparation of the PS&E at 95% which will include:

Incorporating 65% City comments, updated PS&E, technical specifications, cost estimate, W-Trans will show the conductors and service point locations for the roundabout. Preparation of a request or application (PG&E): Traffic signal plans will be expanded to include equipment and conductor schedules as well as appropriate details and notes. Roundabout lighting plans will include wiring diagrams, conductor sizes, conductor schedules, and pole details.

Deliverables:

- Updated PS&E package
 - including plans with pavement sections
- Plan and profiles
- Technical specifications
- Cost estimate
- Signing and striping
- Revised signal modification plans
- Electrical drawings.

Preparation of the PS&E at 100%, which will include:

Incorporating 95% City comments, updated PS&E, technical specifications, cost estimate, CAD files, estimate in Excel spreadsheet,

Task 4: Bidding Phase

NCE/Team will support the City during this process and will provide as needed:

- Attend bid opening/provide meeting minutes (if requested)
- Responses to contractor RFI's
- Review and respond to contractor's questions
- Providing information to City to support Addendum preparation
- Revisions to the plans as necessary and distribution as requested
- Assist City with bid tabulations
- Prepare revised contract documents if needed



Task 5 : Construction Phase

NCE/Team will provide the following:

- Respond to RFI's/Submittals
- Review change orders costs
- Provide design modifications as needed
- Review substitution requests by the Contractor
- Quality assurance and quality control

Timing sheets will be prepared and submitted for implementation by the City upon completion of the project. Working from the timing sheets for the existing operation at El Camino/Halcyon/US 101 on/off ramps and Halcyon/Grand intersections provided by the City, revised timing sheets will be prepared and submitted for implementation by the City upon completion of the project.

PEI will provide:

Construction engineering support for the slurry sealing, HMA digouts, leveling course and HMA surface course elements of the project. The engineer assigned to the project will work closely with the City and will provide the support as requested, PEI will provide full-time construction inspection services to the City for the PCC items, aggregate base, and HMA digouts, leveling course, and HMA surface course.

Laboratory testing of the slurry seal materials during construction During HMA construction, and include laboratory testing of the HMA materials. will collect asphalt concrete samples and perform mix design tests from every 750 tons of asphalt concrete placed or one test per paving day for each type of HMA/RHMA materials used. A final report will be prepared that summarizes all of the laboratory tests and will address the contractor's compliance with specifications, plans, and applicable adopted standards.

Record drawings

Task 6: Project Management/Meetings and Quality Control

NCE will provide the following:

- Budget and Schedule control
- Quality assurance and quality control
- Internal scheduling of staff
- W-Trans/NCE attendance at City council -65% submittal
- Attendance at meetings as detailed in fee proposal
- Communication with City assigned staff

The logo for "quality control" features the words "quality" and "control" stacked vertically in a bold, blue, sans-serif font. The text is enclosed within a light blue rectangular border with small square handles at the corners, suggesting a design or editing tool.

**City Council Award of Design Contract June 25, 2024
through
Construction Calendar Year 2026**



Key Personnel

Greg Jaeger will be the primary contact for project services, providing quality control and assistance with project management. John Luttmann will also provide project management services. In case additional resources are required for a project, we have the necessary backup to ensure a smooth transition and successful project completion.

Primary Contact/Quality Control

Mr. Greg Jaeger has over 20 years of experience in civil engineering. He is the Principal responsible for project management, administration, budget, and schedule control. He will be the primary contact for City Staff throughout the project.

Principal Engineer

Mr. Luttmann has more than 20 years of experience and will serve as the principal engineer for this project. His responsibilities include guiding the project manager, offering design assistance, and ensuring quality control. During the construction phase, he will directly supervise the inspection/observation team, manage RFIs, review submittals, prepare observation reports, closeout documents, and ensure compliance with project conditions of approval and city standards.

Project Manager

Ms. Edith Lem has over seven years of experience preparing public improvement plans for pavement rehabilitation and complete street projects. She has designed numerous ADA curb ramps, sewer, water, and drainage systems and coordinated with subconsultants. Additionally, she will provide direct instructions to staff for the production of the PS&E.

Project Engineer

Ms. Samantha Vlach has over four years of experience preparing public improvement plans for pavement rehabilitation and complete street projects. She has assisted senior staff and designed numerous grading plans and utility plans, ensured state water board compliance, and managed plan production.

Surveying

Mr. Sanders is the manager of the Survey Department. He coordinates and schedules projects for field work and office completion. He has overseen multiple construction staking projects, ALTA surveys, FEMA elevation certificates, topographic and boundary surveys, both scanning and with an aerial mapping drone.

Subconsultants:

Atul Patel, PE, PTOE – Principal in Charge

Principal Atul Patel oversees W-Trans' design practice. He is registered in California as a Traffic Engineer, and as a Civil Engineer in the states of Texas, Florida, and Hawaii. He is also a Professional Traffic Operations Engineer.

Atul has 32 years of traffic engineering and ITS experience and has worked in both the public and private sectors. He has designed numerous traffic signal installations and modifications involving Caltrans and obtained encroachment permits for these clients. Some of his design projects have included flashing yellow arrow operation, signal hardware upgrades, ITS equipment, installation of traffic signal interconnect conduit and cable to the adjacent signals, installation of curb ramps that comply with the Americans with Disabilities Act (ADA), video detection systems, video surveillance systems, emergency vehicle pre-emption, and fiber optic communication hubs. He has also completed railroad signal pre-emption, prepared signing and striping designs, and provided bid and construction assistance support services.

Cameron Nye, PE – Project Manager

Cameron Nye is a Transportation Engineer managing traffic engineering design and operations and transportation planning services. He is registered in California as a Traffic Engineer.

Since joining W-Trans, Cameron has managed a wide range of transportation projects with an emphasis on complete streets improvements including design of enhanced bicycle and pedestrian facilities, intersection modifications, and operational analyses. He has managed numerous complete streets corridor-level planning efforts and retrofits, transportation impact studies, intersection control evaluations, engineering and traffic surveys, signal designs, RRFB designs, HAWK designs, and signing and striping layouts. Cameron is a motivated individual and takes a hands-on approach to his work; he believes in the value of getting the small details right in order to support the bigger picture. Although Cameron is a transportation specialist, his skills are more than solely technical, and he takes pride in effective communication and project management.

Joseph L. Ririe, P.E. – President & Senior Principal

Joe has over 28 years of extensive experience in engineering and project management, with a focus on developing practical, cost-effective, and high-quality pavement solutions for clients across California. Specifically, he has dedicated 22 years to pavement design. Joe has been involved in numerous pavement projects for various public agencies throughout California, specializing in pavement management systems (PMS), pavement rehabilitation design, and construction administration. In addition to his professional work, Joe has contributed to the field by serving as a chairman on the Soil and Rock Sub-committee for the American Society for Testing and Materials (ASTM) and as the industry co-chair for Caltrans' Pavement Preservation Task Group (PPTG).

Appendix A Resumes

Greg S. Jaeger

Principal

Objective

Greg Jaeger is a Principal Engineer at North Coast Engineering, Inc. He is responsible for project management, administration, and primary design services related to civil grading, drainage, street, and underground improvement plans. He directly oversees the inspection/observation team, handles RFI's, reviews submittals, prepares observation reports and closeout documents, and ensures compliance with project conditions of approval and City standards. Mr. Jaeger holds a Bachelor of Science degree in Agricultural Engineering from California Polytechnic State University, San Luis Obispo, and has been with North Coast Engineering, Inc. since 2004.



Areas of Expertise

- Principal
- Quality Control, Quality Assurance
- Schedule and Budget Control for Large Projects
- Experience in Construction Management, Administration
- Extensive Experience in Pavement Rehabilitation Projects for Various Municipalities
- Review of Technical Reports, Flood Studies

Project Experience

- Creston Road Corridor Phase I
 - South River Road to Rolling Hills (Paso Robles)
- Creston Road Corridor Phase II
 - Rolling Hills to Oak Meadow (Paso Robles)
- Measure K-14 Repair and Rehabilitation (Grover Beach)
- F-14 Pavement Rehabilitation (Atascadero)

Education

B.S. Agricultural Engineering
California Polytechnic State University,
San Luis Obispo

Certifications

Registered Professional Engineer (Civil)
State of California (No. 58030)

Professional Affiliations

American Society of Civil Engineers

Email

gregj@northcoastengineering.com

John R. Luttmann

Principal Engineer

Objective

John Luttmann is a Principal Engineer at North Coast Engineering, Inc. He offers design services and project coordination for public, residential, and commercial projects. With extensive experience as a Resident Engineer, he provides construction observation, engineering, and coordination with clients, contractors, public agencies, public utility companies, and consultants. He has been part of project teams that achieved silver and gold LEED certifications. John has authored multiple drainage reports, flood analysis reports, and stormwater control plans. He holds a Bachelor of Science degree in Civil Engineering from Pennsylvania State University, University Park, Pennsylvania, and has been employed at North Coast Engineering, Inc. since 2003.



Areas of Expertise

- Flood Studies
- Sewer Lift Station
- Water Systems
- Booster Stations
- QSP Developer
- Rehabilitation Plans
- Storm and Sewer Conveyance Systems

Project Experience

- Creston Road Corridor Phase I
 - South River Road to Rolling Hills (Paso Robles)
- Creston Road Corridor Phase II
 - Rolling Hills to Oak Meadow (Paso Robles)
- Measure K-14 Repair and Rehabilitation (Grover Beach)
- F-14 Pavement Rehabilitation (Atascadero)

Education

B.S. Civil Engineering
Pennsylvania State University,
University Park, PA

Autodesk Land Desk Top 2005/Civil Design
HEC-RAS Unsteady Flow Applications

QSD/Preparation, California Stormwater
Quality Association

24-Hour Construction Stormwater
Pollution Prevention

Certifications

Registered Professional Engineer (Civil)
State of California (No. 71787)
California Stormwater Quality Association
(No. 27129)

Professional Affiliations

American Society of Civil Engineers

Email

johnl@northcoastengineering.com

Edith X. Lem

Project Manager

Objective

Edith Lem is a Project Manager at North Coast Engineering, Inc. She collaborates with senior engineering staff to provide drafting and design support for major projects using Civil 3D and AutoCAD. Ms. Lem is involved in geometric design, drainage analysis, and grading design. She also has experience in stormwater management, post-construction stormwater requirements, low-impact development, and design for public improvement and commercial construction projects. Ms. Lem holds a Bachelor of Science degree in Civil Engineering from Arizona State University, Tempe, Arizona, and has been with North Coast Engineering, Inc. since 2015.



Areas of Expertise

- Project Manager
- Project Management
- Construction Engineering
- Stormwater Compliance
- Utility Design
- Grading and Drainage

Project Experience

- Creston Road Corridor Phase I
 - South River Road to Rolling Hills (Paso Robles)
- Creston Road Corridor Phase II
 - Rolling Hills to Oak Meadow (Paso Robles)
- Measure K-14 Repair and Rehabilitation (Grover Beach)
- F-14 Pavement Rehabilitation (Atascadero)

Education

B.S. Civil Engineering
Arizona State University,
Tempe, Arizona

Professional Affiliations

American Society of Civil Engineers
(Public Relations Coordinator)
Central Coast ICC

Email

elem@northcoastengineering.com

Samantha J. Vlach

Staff Engineer

Objective

Samantha Vlach, a staff engineer at North Coast Engineering, Inc., provides design support, develops projects using Civil 3D and AutoCAD, prepares reports, and monitors construction. She assists the senior engineering staff in analyzing and providing simple solutions to challenging situations. Ms. Vlach has been an employee at the company since 2020 while pursuing her bachelor's in civil engineering technology.



Areas of Expertise

- Staff Engineer

Project Experience

- Creston Road Corridor Phase I
 - South River Road to Rolling Hills (Paso Robles)
- Creston Road Corridor Phase II
 - Rolling Hills to Oak Meadow (Paso Robles)
- Measure K-14 Repair and Rehabilitation (Grover Beach)

Education

Civil Engineering Technology
Old Dominion University, (Grad. 2025)

Certifications

Professional Affiliations

American Society of Civil Engineers

Email

svlach@northcoastengineering.com

Tucker J. Sanders

Principal Land Surveyor

Objective

Tucker Sanders is the Principal Land Surveyor and Manager of the Survey Department. He is responsible for coordinating and scheduling projects for field work and office completion. He has overseen multiple Construction Staking Projects, ALTA Surveys, and FEMA Elevation Certificates, topographic and boundary surveys conventionally and with an Aerial Mapping Drone. This includes work on large industrial, commercial, and subdivision projects for private development, public agencies, and residential and agricultural lots. Mr. Sanders also serves as a party chief as needed, working by himself and with a survey crew completing the abovementioned projects. Mr. Sanders has been an employee with North Coast Engineering, Inc. since 2015.

Areas of Expertise

- Survey Manager
- Boundary Surveying
- Topographic Mapping
- Autocad Civil 3D
- Construction Staking

Project Experience

- Creston Road Corridor Phase I
 - South River Road to Rolling Hills (Paso Robles)
- Creston Road Corridor Phase II
 - Rolling Hills to Oak Meadow (Paso Robles)
- Measure K-14 Repair and Rehabilitation (Grover Beach)
- F-14 Pavement Rehabilitation (Atascadero)



Education

B.S. Geomatics Engineering
California State University,
Fresno

Certifications

Professional Land Surveyor
State of California (PLS 9398)
Federal Aviation Administration, sUAS
4194965

Email

tsanders@northcoastengineering.com

Joseph L. Ririe, P.E.
President & Senior Principal Engineer

Pavement Engineering Inc.
3485 Sacramento Drive, Suite A
San Luis Obispo, CA 93401
805.781.2265
JoeR@pavementengineering.com



Summary

Joe has 28+ years of wide-ranging experience in engineering and project management and in developing practical, cost-effective and quality pavement solutions for clients throughout California, including 22+ specifically focused on pavement design. Joe has worked on pavement projects for dozens public agencies throughout California, and specializes in pavement management systems (PMS), pavement rehabilitation design and construction administration.

As PEI's President, Joe is responsible for PEI's reputation as California's premier pavement engineering specialists and has set the standard for delivering quality projects on time, on budget and with unparalleled customer service that builds trust and loyalty.

Joe has enhanced his pavement expertise by serving as a chairman on the Soil and Rock Sub-committee for the American Society for Testing and Materials (ASTM) and was industry co-chair for Caltrans' Pavement Preservation Task Group (PPTG).

Joe's responsibilities include: Responsibility for overall planning and development of PS&E's, overseeing contractor performance and quality control standards, overseeing associate and assistant engineers, as well as engineering technicians, inspectors and laboratory testing.

Education

Bachelor of Science in Civil Engineering
California Polytechnic State University – San Luis Obispo, CA

**Professional
Registration**

California Civil Engineering 52735

Professional Experience

1998 - present **President and Sr. Principal Engineer, Pavement Engineering Inc.**

Joe was promoted to PEI's president in 2013. In that role, he is responsible for overall planning and project generation for Pavement Engineering Inc. He develops pavement rehabilitation PS&Es, oversees contractor performance and quality control standards, trains and mentors associate and assistant engineers in project management and design, trains inspectors and technicians and manages a diverse client base.



Atul Patel, PE, PTOE
Principal



Atul Patel is a Principal and oversees W-Trans' design practice. He brings over 30 years of public and private sector traffic engineering design experience to our growing firm.

Atul has 32 years of traffic engineering and ITS experience, and has worked in both the public and private sectors. He has designed numerous traffic signal installations and modifications involving Caltrans and obtained encroachment permits for these clients. Some of his design projects have included flashing yellow arrow operation, signal hardware upgrades, ITS equipment, installation of traffic signal interconnect conduit and cable to the adjacent signals, installation of curb ramps that comply with the Americans with Disabilities Act (ADA), video detection systems, video surveillance systems, emergency vehicle pre-emption, and fiber optic communication hubs. He has also completed railroad signal pre-emption, prepared signing and striping designs, and provided bid and construction assistance support services.

Atul has developed bus rapid transit projects involving design and construction of transit signal priority hardware at existing traffic signal locations. Some of the other ITS projects he has managed have included strategic plan development, Concept of Operations, multi-jurisdictional systems integration, and technical specifications development.

Representative Projects

On-Call Traffic/Transportation Engineering Services

Alameda County, Burlingame, Concord, Davis, Menlo Park, Novato, San Leandro, Santa Clara, Stockton and Sunnyvale

Traffic Signal Design

ACTC – East Bay Greenway Phase 1 Signal Modifications and HAWK Installations

Alameda County – Signalized Intersection Improvements

Belmont – Ralston Ave HAWK Installation

Burlingame – Oak Grove/Carolan Avenue Signal Design

Concord – Citywide Signal Hardware Upgrades (Phases 1 & 2)

Manteca – HSIP Traffic Signal Systems Update Project

Menlo Park – El Camino Real Crosswalk Improvements and Bike Lane Feasibility

Modesto – Citywide Signal Hardware and Backplate Replacement Project

Mountain View – Grant Road-Phyllis Avenue/Martens Avenue Intersection Improvements

Pittsburg – HSIP Citywide Signal Hardware Upgrades; HSIP Stoneman Avenue HAWK

and Intersection Improvements; and HSIP West Leland Safety Improvements

Rohnert Park – Citywide Traffic Signal Safety Improvements

Santa Rosa – Northpoint Parkway/Dutton Meadows Signal Design

Sunnyvale – HSIP Traffic Signal Upgrades and HSIP East Sunnyvale Sense of Place;

Homestead High Bicycle and Pedestrian Improvements; Mathilda/Indio Intersection

Improvements; 2023 Pavement Rehabilitation Project; and Fremont Avenue/Wright Avenue Video Detection System Improvements

Intelligent Transportation Systems

Concord – Willow Pass Signal System Improvements and Monument Boulevard Signal System Improvements

Modesto – Claus and Scenic Corridors Fiber Installation

Tracy – Prologis Fiber Intranet Communication Systems (Phases 1, 2 and 3)

Street Lighting Design

Alameda County – East 14th Street Streetscape and Mission Boulevard Complete Streets

Alameda County – ACTC East Bay Greenway (Phase 1)

Belmont – ADLP Complete Street Project

Paso Robles – Creston Road Roundabout Lighting

Stockton – Miner Avenue Streetscape Project

Education

MBA in Technical Management
University of Phoenix, 2004

BS in Civil Engineering
Texas A&M University, 1991

Affiliations/Activities

Institute of Transportation Engineers (ITE)
Member

Intelligent Transportation Society of California (ITSCA)
Member

Registration

Traffic Engineer #2321 (CA)
Professional Traffic Operations Engineer
#1640

Civil Engineer #83987 (TX)

Civil Engineer #89838 (FL)

Civil Engineer #20897 (HI)

Professional History

2022-Present
W-Trans

2012-2022
TJKM Transportation Consultants

2010-2012
City of Menlo Park

1999-2010
DKS

1998-1999
PBQ&D

1994-1998
City of Coppell

1992-1994
City of Dallas

1990-1991
Texas Transportation Institute



Atul Patel
(continued)

Traffic Operations Analysis

Alameda County – East 14th Street Streetscape
Los Altos – Miramonte/Covington Bicycle and Pedestrian Improvements
Stanislaus County – Golden State Boulevard/Golfs Road/Berkeley Avenue Intersection Improvements
Sunnyvale – Homestead High Pedestrian and Bicycle Improvements

Complete Streets and Corridor Projects

Alameda County – East 14th Street Streetscape Project and Mission Boulevard Complete Streets Design
Belmont – Ralston Avenue Corridor Improvements (Segments 1 and 2) and ADLP Complete Streets Improvements
Oakland – Telegraph Avenue Streetscape
Paso Robles – Creston Road (Phases 1 and 2)
Stockton – Miner Avenue Complete Streets PS&E and Central Stockton Fremont Avenue Road Diet

Safe Routes to School

Kettleman – Safe Routes to School Designs
Los Altos – Safe Routes to School Designs
Sunnyvale – Safe Routes to School Designs

Bicycle and Pedestrian Facilities

Alameda County – East 14th Streetscape Project
Burlingame – Murchison/Trousdale/Davis Drive Bicycle Route Improvement Project
Colma – Serramonte Boulevard Pedestrian and Bicycle Improvements
Concord – Downtown Concord Pedestrian and Bicycle Lane Improvements
Daly City – Central Corridor Bicycle and Pedestrian Safety Improvements
Merced County – On-Call RRFBs at four locations
Mountain View – Stierlin Road Bike and Pedestrian Improvement Project
Novato – Citywide Pedestrian Improvements
Redding – California Avenue Bikeway Project
Richmond – 41st Street at Bissell Quick Build Project
Rohnert Park – Lancaster at Liman Quick Build Project
Stockton – Central Stockton Road Diet & Striping Connections
Sunnyvale – Homestead High School Pedestrian and Bicycle Improvements

Construction Zone Traffic Control

Alameda County – Mines Road Traffic Control Plans
DeSilva Gates Construction On-Call – Alcosta Boulevard and Crow Canyon Road in San Ramon and various roadways in Moraga, Orinda and San Leandro
Eureka – Caltrans District 1 On-Call
Marin County – Signing & Striping Plans for Road Sealant Project
Menlo Park – Sand Hill Road PG&E Gas Distribution Line
San Leandro – Lake Chabot Road Portable Signal Plans
Santa Clara – On-Call Traffic Control Plan Peer Review
Windsor – On-Call Traffic Control Plan Peer Review

Transit

AC Transit – San Pablo Avenue Rapid Corridor Design
AC Transit – Hesperian Avenue BRT Design
San Leandro – BART Downtown Pedestrian Enhancements



Cameron Nye, PE Transportation Engineer



Cameron Nye is a Transportation Engineer managing traffic engineering design and operations and transportation planning services. He is registered in California as a Traffic Engineer.

Cameron Nye graduated from California Polytechnic State University, San Luis Obispo in 2016 with a B.S. in Civil Engineering and a focus in Transportation Engineering. While at Cal Poly, Cameron was involved with the student chapter of ITE. He ultimately decided to pursue a career in transportation engineering upon realizing the dire need for transportation improvements in many communities throughout the San Francisco Bay Area.

Since joining W-Trans, Cameron has managed a wide range of transportation projects with an emphasis on complete streets improvements including design of enhanced bicycle and pedestrian facilities, intersection modifications, and operational analyses. He has managed numerous complete streets corridor-level planning efforts and retrofits, transportation impact studies, intersection control evaluations, engineering and traffic surveys, signal designs, RRFB designs, HAWK designs, and signing and striping layouts. Cameron is a motivated individual and takes a hands-on approach to his work; he believes in the value of getting the small details right in order to support the bigger picture. Although Cameron is a transportation specialist, his skills are more than solely technical, and he takes pride in effective communication and project management.

Education

BS in Civil Engineering
California Polytechnic State University,
San Luis Obispo, 2016

Affiliations/Activities

Institute of Transportation Engineers (ITE)
Member

Registration

Traffic Engineer #3072 (CA)

Professional History

2016-Present
W-Trans

Representative Projects

Complete Streets

Lakeport – Eleventh Street Corridor Multimodal Feasibility Study
Paso Robles – Niblick Road Corridor Plan
San Mateo County and City of Menlo Park – Coleman and Ringwood Avenues
Transportation Study
Santa Rosa – Stony Point Road Corridor Study

Bicycle and Pedestrian Safety

Menlo Park – El Camino Real Pedestrian Crossing Improvements
Sebastopol – Bodega Avenue Pedestrian Crossings Safety Study
Sebastopol – SR 116 Corridor Safety Study
Sonoma County – Sonoma State University Pedestrian Improvements

Traffic Engineering Design

Calistoga – Traffic Calming for the Grant Street Reconstruction Project
San Pablo – Rumrill Boulevard Corridor Lighting Analysis
Santa Clara – Crosswalk Improvements for Santa Clara and Adrian Wilcox High Schools
Santa Rosa – Fulton Road Widening Plans
Sebastopol – Analy High School Pedestrian and Traffic Calming Improvements
Sebastopol – SR 116 Bike Lane Improvements
Sebastopol – SR 116 HSIP Pedestrian Improvements Design Services
Windsor – South Starr Road Striping and Signing Improvements
Windsor – Annual Pavement Markings Project (2018-2022)
Windsor – Brooks Road South Pedestrian Enhancements

Signal Design

Calistoga – Foothill Boulevard/Petrified Forest Road Signal Design
Campbell – Harriet Avenue Traffic Calming Project, HAWK Design
Chico – Flashing Yellow Arrow Signal Modification at Mangrove/East 5th Avenue
Chico – Marsh Junior High School Signal and RRFB Design
Napa – Soscol Avenue Signal Modifications
Santa Rosa – Kawana Springs Road/Target Driveway Signal Design
Sebastopol – Bodega Avenue Enhanced Pedestrian Crossings



Cameron Nye
(continued)

Intersection Control Evaluations

Calistoga – *Foothill Boulevard/Petrified Forest Road*
Cloverdale – *US 101 North Ramps/US 101 Overpass*
Sebastopol – *SR 116/Covert Lane*

Transportation Impacts

Calistoga – *The Veranda at Indian Springs Traffic Impact Study*
Healdsburg – *North Entry Area Plan Environmental Impact Report*
Mendocino County – *Flow Cannabis Institute Traffic Impact Study*
Napa County – *The Inn at the Abbey Traffic Impact Study and Environmental Impact Report*
Redding – *Transportation Impact Study for the Redding School of the Arts*
Santa Rosa – *Spring Lake Village East Grove Traffic Impact Study*
Shasta Lake – *Windsor Estates 3 Traffic Impact Study*
Sonoma County – *Sonoma Valley Regional Park Expansion Traffic Impact Study*

Master Planning

Santa Rosa – *Santa Rosa Junior College Master Plan*
Windsor – *Bicycle and Pedestrian Master Plan Update*

Grant Applications

Paso Robles – *Niblick Road Active Transportation Program (ATP)*
Paso Robles – *Niblick Road/Appaloosa Drive Highway Safety Improvement Program (HSIP)*
Sebastopol – *West Sebastopol Active Transportation Program (ATP)*
Sonoma County – *Lakeville Road Highway Safety Improvement Program (HSIP)*
Windsor – *Centralized Traffic Management System for the Strengthening Mobility and Revolutionizing Transportation Program (SMART)*

Engineering and Traffic Surveys

Calistoga – *Grant Street and Mora Avenue*
Healdsburg – *2020 Citywide Update*
Windsor – *2020 Townwide Update*

Transportation Impact Fee Programs

Calistoga – *Development Impact Fee Program*
Clearlake – *Citywide Transportation Impact Fee*

EXHIBIT "A-I"
STATE GRANT PROVISIONS

The following provisions of Exhibit 10-R: A&E BOILERPLATE AGREEMENT LANGUAGE of the California Department of Transportation Local Assistance Procedures Manual are incorporated by reference into this Agreement, with CONSULTANT referring to Designer and LOCAL AGENCY referring to City:

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR 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 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 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE IX 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 LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY 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 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, LOCAL AGENCY, 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 LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs

identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will

become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY 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 LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

EXHIBIT "B"
COMPENSATION

PROPOSAL FOR



PROFESSIONAL SERVICES
ENGINEERING DESIGN SERVICES FOR HALCYON COMPLETE STREETS PW 2023-15
5/28/2024 - Rev 6-11-24

CITY OF ARROYO GRANDE
HALCYON ROAD - HWY 101 TO THE PIKE
ARROYO GRANDE, CALIFORNIA

ESTIMATED FEE

TASK 1 TOPOGRAPHIC AND BOUNDARY SURVEY

\$62,550.00

1. Topographic Mapping (\pm 1.2 Miles)
 - a. Prepare 1' interval contour map
 1. Cross section streets at 50' \pm intervals (Curb to Curb where existing, to R/W where no curb)
 2. Locate driveways
 3. Detail topographic survey at curb returns (26 Ramps)
 4. Locate USA markings
 5. Locate visual surface and overhead utilities
 6. Research underground utilities
 7. City water and sewer atlases
 8. Field measure operating nut of water valves
 9. Locate potholed utilities
2. Boundary Survey
 - a. Review record information
 - b. Boundary Field Reconnaissance of center line monuments
 - c. Resolve record right of ways for base map
3. Pre Construction Record of Survey
 - a. Prepare Record of Survey - Tie Out Monuments to be disturbed by construction
 - b. Coordinate County review

TASK 2 PRELIMINARY ENGINEERING

\$46,940.00

1. Prepare base map including all utilities
2. Prepare preliminary striping and marking plan
3. Preliminary layout of roundabout at Fair Oaks
4. Review drainage along Halcyon street for possible improvements
5. Identify R/W needed for improvements - Coordinate with City consultant
6. Coordinate with PEI on pavement recommendations
7. Preliminary layout of storm drain - 1,500 LF Dobson Way to AG Hospital
8. Preliminary stormwater mitigation for roundabout
9. Prepare preliminary design with exhibits to present to City
10. Submit to City for review and comment
11. Meeting with City to discuss options (if needed)

TASK 3 PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)

\$177,930.00

1. Prepare plan set including title sheet and City Std details
2. Prepare demolition sheets
3. Prepare street sheets (4 sheets @1' = 40")
4. Prepare ADA curb ramps/driveway approaches plan and profile
5. Prepare striping, signage and marking sheets
6. Prepare plan and profile of Storm Drain (1,500 LF)
7. Coordinate with City on locations and USA markings
8. Identify Post Construction Requirements
9. Prepare final stormwater technical memorandum
10. Incorporate any comments from preliminary phase and finalize
11. Prepare Bid Tabulation for City's use
12. Prepare opinion of probable cost
13. Prepare technical specifications
15. Submit 65% PS&E (First Draft) plans to City
16. Prepare response to comments
17. Review comments and attend meeting with City to review (if needed)
18. Incorporate 65% comments into plan set
19. Prepare responses for comment log
20. Review and incorporate comments into plan set
21. Submit 95% PS&E to City with response to comments
22. Incorporate 95% comments into final draft of bid package
23. Submit 100% PS&E to City
24. Provide a complete set of bidding documents to the City
25. Provide "live" files to City necessary for bid package assembly
26. Develop a construction schedule strategy with City staff
27. Provide support to City as needed for a complete set of bidding documents

TASK 4 BIDDING PHASE

\$21,290.00

1. Assist City to prepare for a pre-bid meeting (preparation materials)
2. Attend pre-bid meeting, assist and/or lead field walks
3. Prepare meeting minutes noting questions from contractors
4. Review and propose responses to bidders questions
5. Prepare addenda to construction documents as necessary
6. Assist City with bid tabulations
7. Assist the City with bid protests if necessary
8. Prepare conformed contract documents for distribution

TASK 5 CONSTRUCTION PHASE \$45,940.00

1. Distribute live files as requested by contractor
2. Respond to RFI's (24 RFI's @ 1hr ea.)
3. Review contractor's submittals (shop drawings) (32 submittals @ 1 hr. ea.)
4. Review change order costs
5. Provide four (4) design modifications including specifications, costs and drawings (4 chg. ord @ 4 hrs ea)
6. Review substitution requests by Contractor

TASK 6 PROJECT MANAGEMENT/MEETINGS AND QUALITY CONTROL \$50,990.00

1. Coordination with Engineering Project Manager (City of AG)
2. Construction field meetings (20 @ 2hr each)
3. Attend three project team meetings
3. Attend City Council meeting
4. Provide technical assistance to City's representatives
5. Coordinate design kick-off/ field recon meeting with City
6. Quality control/internal plan check

NCE FEE:	\$405,640.00
PEI -PAVEMENT RECOMMENDATIONS/TESTING/INSPECTIONS:	\$440,748.00
W-TRANS - TRAFFIC ENGINEER:	\$215,600.00
SLO COUNTY CHECKING AND RECORDING	\$1,000.00

BREAKDOWN OF FEES

DESIGN AND BID ASSIST FEE (+ SLO County Recording):	\$617,412.00
ROW FEE:	\$5,000.00
CONSTRUCTION SUPPORT AND TESTING FEE:	\$440,576.00
<u>TOTAL FEE:</u>	\$1,062,988.00

CITY PROVIDED INFORMATION

- Stormwater Pollution Prevention Plan by Contractor
- City to provide existing Utility Atlases
- Construction Staking to be provided by Contractor
- City to provide existing as-builts of Halcyon Road
- City to provide existing center-line monument information along Halcyon Road