



CITY OF DEL REY OAKS

650 CANYON DEL REY BLVD., DEL REY OAKS, CALIFORNIA 93940
PHONE (831) 394-8511 FAX (831) 394-6421

DATE: December 19, 2023

TO: Honorable Mayor and City Council

FROM: John Guertin, City Manager

SUBJECT: Adopt Resolution 2023-22 to Approve Professional Services Agreements with Whitson Engineers and Denise Duffy & Associates for Engineering and Environmental Services for the South Boundary Road Realignment and General Jim Moore Blvd. Intersection Project

CEQA: The actions contemplated in this Resolution do not constitute a project within the meaning of Section 15378(a) of the California Environmental Quality Act (CEQA) Guidelines because it has no potential to result in physical change in the environment, directly or indirectly, and is not a “project” pursuant to Section 15378(b)(5). If this Resolution is found to be a project under CEQA, it is exempt under CEQA Guideline 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

Recommended Action

It is recommended that the City Council adopt a resolution to authorize the City Manager to execute agreements with Whitson Engineers and Denise Duffy & Associates for Engineering and Environmental Services for the South Boundary Road Realignment and General Jim Moore Blvd. Intersection Project.

Background

In May 2020, the City entered into a Memorandum of Agreement Regarding Funding to be provided for the South Boundary Roadway and the Intersection at General Jim Moore Boulevard Improvements with the Fort Ord Reuse Authority. The following is a summary of key provisions of the MOA:

- The City of Del Rey Oaks will undertake management of the improvements to South Boundary Roadway and the intersection at General Jim Moore Boulevard with the funds transferred from FORA pursuant to the MOA.
- FORA: 1) funded two escrow holding accounts - one for the estimated construction costs of South Boundary Roadway Improvements for Seven Million Two Hundred Sixty Nine Thousand Eight Hundred Thirteen Dollars (\$7,269,813), and one for the estimated construction costs of the Intersection at General Jim Moore Boulevard for One Million Fifty Six

Thousand One Hundred Sixty Eight Dollars (\$1,056,168); and 2) transfer to the City of Del Rey Oaks the combined design services estimate for the Improvements of Five Hundred Eighteen Thousand Five Hundred Sixty Four Dollars (\$518,564).

- FORA will assign the Whitson contract work associated with the design of the improvements to the City.
- The City will assume responsibility for any further necessary environmental analysis, review, or approvals, and for the implementation and supervision of any mitigation measures or monitoring program adopted in connection with any environmental approvals for the improvements, as well as any required coordination with the City of Monterey or any other governmental entities.

Discussion

With the impacts of the pandemic and negotiations with the California Native Plant Society regarding establishment of a habitat preserve on a parcel at the corner of South Boundary and General Jim Moore, the work envisioned in the MOA has not been delayed. Due to the significant time delay, changes in the planned location of the Gen. Jim Moore intersection, and the need for additional environmental review, staff is recommending that the City approve new agreements with Whiston Engineers and Denise Duffy & Associates in order to address the modified scopes of work.

With the approval of the attached agreement with Whitson Engineers the City will be continuing Engineering and Land Surveying services for the design of the operational and safety improvements of the South Boundary Road project. The work will include design efforts to incorporate the new alignment and move the project through the CEQA process towards construction. Whitson's proposal will assist with the CEQA analysis, design of the roadway, and civil engineering support during the construction stage of the project. To meet the needs of the project they have carried over their design team from their previous contract with FORA. The Project Team includes:

Whitson Engineers Project Management|Civil Engineering|Land Surveying
Kimley-Horn Traffic Engineering
Earth Systems Geotechnical Engineering
Aurum Consulting Engineers Electrical Engineering and Lighting Design

The total cost of the Whitson scope of work is \$651,900 (not to exceed \$655,400).

Denise Duffy & Associates, Inc. (DD&A) has provided a proposal to provide environmental consulting services for the South Boundary Road Realignment and General Jim Moore Boulevard Intersection Project (proposed project). Specifically, the proposal includes environmental consulting services to review and analyze the proposed project in accordance with the California Environmental Quality Act (CEQA).

The total cost of the DD&A scope of work is \$97,993.

These proposals were solicited from Whitson and DD&A as sole source services due to the extent of the consultant's involvement with the project to date under contract with FORA and later with, through assignment of the contract, with the City.

Fiscal Impacts

The costs associated with these contracts totals \$ 749,893 (Whitson \$651,900 and DD&A \$97,993) and will be covered by funds transferred to the City by FORA. Work associated with this project will be contingent upon the availability of these funds to cover all costs.

Attachments

- Resolution 2023-22

Respectfully Submitted,

John Guertin
City Manager

Resolution No. 2023-22

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL REY OAKS
APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF PROFESSIONAL SERVICE
AGREEMENTS WITH WHITSON ENGINEERS AND DENISE DUFFY & ASSOCIATED FOR
ENGINEERING AND ENVIRONMENTAL SERVICES FOR THE SOUTH BOUNDARY ROAD
REALIGNMENT AND GENERAL JIM MOORE BOULEVARD INTERSECTION PROJECT**

WHEREAS, the Fort Ord Reuse Authority (“FORA”) initiated agreements with Whiston Engineers and Denise Duffy & Associates for engineering and environmental services in connection with the relocation and reconfiguration of the existing intersection of General Jim Moore Boulevard with South Boundary Road and an upgrade of that portion of South Boundary Road located between its intersection with General Jim Moore Boulevard.

WHEREAS, the existence of FORA terminated in accordance with state law on June 30, 2020 (“FORA’s Termination Date”).

WHEREAS, in May 2020, the City of Del Rey Oaks executed a Memorandum of Agreement (MOA) with FORA to take over efforts to complete the project.

WHEREAS, the City also agreed to undertake responsibility for any further necessary environmental analysis, review, or approvals, implementation and supervision of any mitigation measures or monitoring program adopted in connection with any environmental approvals for the improvements, and any required coordination with the City of Monterey or any other governmental entities.

WHEREAS, the City wishes to re-engage Whiston Engineers and Denise Duffy & Associates to continue their work associated with the project.

WHEREAS, the actions contemplated in this Resolution do not constitute a project within the meaning of Section 15378(a) of the California Environmental Quality Act (CEQA) Guidelines because it has no potential to result in physical change in the environment, directly or indirectly, and is not a “project” pursuant to Section 15378(b)(5). If this Resolution is found to be a project under CEQA, it is exempt under CEQA Guideline 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

NOW THEREFORE BE IT RESOLVED the City Council of Del Rey Oaks hereby resolves as follows:

1. The foregoing recitals are true and correct.
2. Approves a Professional Services Agreement with Whiston Engineers for Civil Engineering and Land Surveying Services for an amount not to exceed \$655,400 (Exhibit A).
3. Approves a Professional Services Agreement with Denise Duffy & Associates for

Environmental Consulting Services for an amount not to exceed \$97,993 (Exhibit B).

4. The City Manager is hereby authorized and directed to make necessary accounting and budgetary entries.
5. The City Manager is authorized to execute the Agreements on behalf of City subject to final review by the City Attorney.
6. This Resolution shall take effect immediately.

INTRODUCED AND ADOPTED ON December 19, 2023, by the City Council of Del Rey Oaks by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVE:

Scott Donaldson, Mayor

ATTEST:

Karen Minami, City Clerk

CITY OF DEL REY OAKS
AGREEMENT FOR CIVIL ENGINEERING & LAND SURVEYING SERVICES
(SOUTH BOUNDARY ROAD REALIGNMENT AND GENERAL JIM MOORE BLVD.
INTERSECTION PROJECT)

THIS AGREEMENT ("Agreement") is executed _____, 20____ by and between the CITY OF DEL REY OAKS, a municipal corporation (hereinafter "City"), and Whitson Engineers (hereinafter "Consultant"), each of which is referred to herein as a "party," and collectively referred to herein as the "parties."

RECITALS

WHEREAS, the City wishes to engage Consultant to perform the services required by this Agreement as City does not have the capability to perform such work;

WHEREAS, Consultant is customarily engaged in the business of providing the services required herein and is willing to provide such services on the following terms and conditions; and

WHEREAS, Consultant represents it is specially trained, experienced, and competent to perform the services required by this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties hereby covenant and agree as follows:

1. SERVICES

A. **Scope of Services.** Consultant agrees to provide to the City, as the scope of services under this Agreement, the following services: Civil Engineering & Land Surveying Services for the South Boundary Road Realignment and General Jim Moore Boulevard Intersection Project. The scope of services are further described in: 1) "Scope of Services" attached hereto as Exhibit "A;" and 2) "Hourly Rate Schedule" for Whitson Engineers, Kimley-Horn and Associates, Inc., Earth Systems, and Aurum Consulting Engineers as Exhibit "B." In case of any conflict between these documents, this Agreement shall take first precedence, Consultant's response shall take second precedence, the Special Provisions shall take third precedence, and the Technical Specification shall take fourth precedence.

B. **Amendment of Services.** The parties may make changes to the scope of services as defined in Section 1.A above. The parties shall agree in writing prior to commencement of any such changes.

2. COMPENSATION

A. **Total Fee.** The City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement \$651,900 (not to exceed \$655,400). If the City determines the services set forth in the written invoice have not been performed in accordance with

the terms of this Agreement, the City shall not be responsible for payment until the services have been satisfactorily performed.

B. **Invoicing.** Consultant shall submit written invoices to the City. Consultant's invoices shall include a brief description of services performed.

3. AGREEMENT TERM

A. **Term.** The work under this Agreement shall commence at the mutual reasonable agreement of the parties.

B. **Timely Work.** Consultant shall perform all services in a timely fashion. Failure to perform shall be deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.

4. INDEPENDENT CONSULTANT

A. **Independent Consultant.**

i. Consultant is an independent consultant. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture.

ii. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Consultant shall not become entitled by virtue of this Agreement to receive from the City any form of employee benefits including, but not limited to, sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Consultant shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Consultant's performance of services under this Agreement. In connection therewith, Consultant shall defend, indemnify and hold the City harmless from any and all liability, which the City may incur because of Consultant's failure to pay such taxes.

B. **Not an Agent of the City.** Nothing in this Agreement shall be interpreted so as to render the City the agent, employer, or partner of Consultant, or the employer of anyone working for or subcontracted by Consultant, and Consultant must not do anything that would result in anyone working for or subcontracted by Consultant being considered an employee of the City. Consultant is not, and must not claim to be, an agent of the City.

5. REPRESENTATIVES AND COMMUNICATIONS

A. **City's Representative.** The City appoints the individual named below as the City's contact person for the purposes of this Agreement.

Name: John Guertin
Title: City Manager
Address: 650 Canyon Del Rey Blvd. Del Rey Oaks, CA 93940

{A|L-01481074;1}

Telephone: 831-394-8511

B. **Consultant's Representative.** Consultant appoints the individual named below as its contact person for the purposes of this Agreement.

Name: Andrew Hunter
Title: Principal, Whitson Engineers
Address: 6 Harris Court, Monterey, CA 93940
Telephone: 831-649-5225

C. **Communications and Notices.** Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and shall be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on the date of transmission, or if by mail, seven (7) calendar days after posting.

6. INDEMNIFICATION

Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law Consultant shall indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses and fees of experts, consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant, anyone directly or indirectly employed by Consultant, or anyone Consultant controls (collectively "Liabilities"). Consultant shall have liability for reasonable and necessary defense costs incurred by persons indemnified to the extent caused by Consultant's negligence herein and recoverable under applicable law on account of negligence. Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in part by the gross negligence or willful misconduct of such Indemnitee.

7. INSURANCE

Consultant shall submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

A. **Commercial General Liability Insurance** including, but not limited to, premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

B. **Automobile Liability Insurance** covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.

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C. **Workers' Compensation Insurance.** If Consultant employs others in the performance of this Agreement, Consultant shall maintain Workers' Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence.

D. **Other Insurance Requirements:**

- i. The City shall be a named additional insured on Consultant's policy.
- ii. All insurance required under this Agreement must be written by an insurance company either:
 1. admitted to do business in California with a current A.M. Best rating of no less than A:VI;
 - or
 2. an insurance company with a current A.M. Best rating of no less than A:VII.
- iii. Prior to the start of work under this Agreement, Consultant shall file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City Manager. Consultant shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy that would alter the information on the certificate then on file, including, without limitation, the amount of coverages or the term of coverages.
- iv. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. Notwithstanding the insurance requirements contained herein, Consultant is financially liable for its indemnity obligations under this Agreement.
- v. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

8. PERFORMANCE STANDARDS

A. Consultant warrants that Consultant and Consultant's employees performing services under this Agreement are specially trained and experienced to perform the services described herein.

B. Consultant and its employees shall perform all services in a safe and skillful manner consistent with the highest standards of care, diligence and skill ordinarily exercised by professionals in similar fields. All services performed under this Agreement that are required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

C. Consultant shall furnish, at its own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement.

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Consultant shall not use the City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement, the RFP, or Consultant's Estimate.

D. Consultant agrees to perform all work under this Agreement to the satisfaction of City and as specified herein. The City Manager or his or her designee shall perform an evaluation of the work. If the quality of work is not satisfactory, City in its discretion may meet with Consultant to review the quality of work and resolve the matters of concern.

9. CITY INFORMATION AND RESOURCES

A. **City Resources.** The City acknowledges that Consultant's ability to provide services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by Consultant. To the extent that the City fails to provide City resources, Consultant shall not be liable for any resulting delay in services, but in no event shall such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor shall Consultant be entitled to extra compensation for same.

B. **Obligations of Consultant.** No reviews, approvals, or inspections carried out or supplied by the City shall derogate from the duties and obligations of Consultant, and all responsibility related to performance of services shall be and remain with Consultant.

10. OWNERSHIP AND USE OF MATERIALS

A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Consultant under this Agreement (collectively, "the Materials") are and shall remain the property of the City even though Consultant or another party may have physical possession of them or a portion thereof. Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, vendors, successors or assignees may have in the Materials. Consultant agrees that all copyrights, which arise from creation of the work or services pursuant to this Agreement, shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City.

B. **Delivery and Use of the Materials.** All Materials shall be transferred and delivered by Consultant to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Consultant requesting delivery by Consultant to the City of all or any part of the Materials in which event Consultant shall forthwith comply with such request. The Materials created electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.

11. DISPUTE RESOLUTION

The City Manager and Consultant shall make reasonable efforts to resolve any dispute by amicable negotiations and shall provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations.

If all or any portion of a dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days either party may, by notice to the other party, submit the dispute for formal mediation to a mediator selected mutually by the parties. The cost of the mediation (including fees of mediators) shall be borne equally by the parties, and each party shall bear its own costs of participating in mediation. The mediation shall take place within Monterey County.

Should either party not be satisfied with the outcome of the mediation, the matter may be submitted to a court of competent jurisdiction.

All claims by Consultant against the City for money or damages must comply with the Government Claims Act (California Government Code Sections 810-996.6).

12. TERMINATION OF AGREEMENT

A. **Termination for Cause or Default.** The City reserves the right to immediately terminate this Agreement, in whole or in part, if Consultant defaults or fails to deliver the services in accordance with the terms and conditions of this Agreement. Such termination shall be in writing, shall set forth the effective date of termination, and may be issued without any prior notice. Without limitation, Consultant is in default of its obligations contained in this Agreement if Consultant:

- i. Fails to perform the required services within the term and/or in the manner provided under this Agreement;
- ii. Fails to observe or comply with the City's reasonable instructions;
- iii. Otherwise violates any provision of this Agreement.

13. LEGAL ACTION / VENUE

Should either party to this Agreement bring legal action against the other, the validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Monterey County Superior Court.

14. MISCELLANEOUS PROVISIONS

A. **Non-discrimination.** During the performance of this Agreement, Consultant shall not unlawfully discriminate against any person because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status,

sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, either in Consultant's employment practices or in the furnishing of services to recipients.

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

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

D. **Entire Agreement.** This Agreement, including the Exhibits attached hereto, constitute the entire agreement between the parties hereto with respect to the terms, conditions, and services and supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Amendment of Services." Any amendment to this Agreement will be effective only if it is in writing signed by both parties hereto and shall prevail over any other provision of this Agreement in the event of inconsistency between them.

E. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be signed in counterparts, but all of which together shall constitute one and the same Agreement.

F. **Multiple Copies of Agreement.** Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that shall take precedence should any difference exist among counterparts of this Agreement.

G. **Authority.** Any individual executing this Agreement on behalf of the City or Consultant represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

H. **Severability.** If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

I. **Non-exclusive Agreement.** This Agreement is non-exclusive and both the City and Consultant expressly reserve the right to enter into agreements with other Consultants for the same or similar services, or may have its own employees perform the same or similar services.

J. **Assignment of Interest.** The duties under this Agreement shall not be assignable, delegable, or transferable without the prior written consent of the City. Any such purported

assignment, delegation, or transfer shall constitute a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.

K. **Laws.** Consultant agrees that in the performance of this Agreement it will reasonably comply with all applicable federal, state and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Del Rey Oaks.

L. **Exhibits.** The following Exhibits are incorporated herein by reference as if fully set forth: Exhibit A, Proposal for Civil Engineering & Land Surveying Services.

IN WITNESS WHEREOF, the parties enter into this Agreement on the day and year first above written in Del Rey Oaks, California.

CITY OF DEL REY OAKS

WHITSON ENGINEERS

John Guertin,
City Manager

Andrew Hunter,
Principal

Date

Date



October 13, 2023

Project No.: 3685.08

ATTACHMENT A

SCOPE OF SERVICES

To Provide Civil Engineering and Land Surveying Services for:

South Boundary Road
(South Boundary Road from General Jim Moore Blvd to Rancho Saucito Lane – 7,600')
Del Rey Oaks, California

SCOPE OF SERVICES

Task 1 – Land Surveying

1.1 Supplemental Surveying

Supplement the previously obtained aerial topography with a ground survey to verify ground elevations and physical features where there is a lack of ground visibility from the aerial survey or where greater detail is needed to support the design effort.

Task 2 – Preliminary Civil Engineering

2.1 30% Improvement Plans

Revise the June 2019 Improvement Plans to include a roundabout at the General Jim Moore Blvd Intersection as generally depicted on the June 15, 2020 Exhibit by Whitson Engineers for review by the City and project stakeholders and use with the CEQA analysis.

The new CEQA analysis of the roadway allows for the opportunity to improve roadway edge conditions and conforms. The roadway corridor grading along South Boundary Road will be refined as such and a new limit of work will be provided to DD&A for their review.

30% Plans will include an intersection sight distance analysis, proposed lane configuration, typical street sections, preliminary plan and profile information, schematic drainage design, and preliminary limits of grading.

For this scope of work, it is assumed that intersections or driveways to accommodate future development along the roadway corridor will not be included.

South Boundary Road

2.2 Earthwork Calculations

Prepare new earthwork calculations of the 30% Improvement Plans to evaluate cut and fill quantities of the current design compared to the new topographic survey data. Quantities shall be segregated by Munitions Response Areas (MRA) per DTSC recommendations.

Consult with City staff and the Munitions Response Coordinator regarding the earthwork balance and the ability to transfer soil between different MRA parcels, per DTSC guidance on the Soils Management Plan (by others).

2.3 Conceptual Stormwater Facility Sizing

Perform preliminary analysis for new storm water control features at the new roundabout at General Jim Moore Boulevard and to address proposed grading and drainage modifications along the remainder of South Boundary Road.

2.4 Stakeholder Coordination

Coordinate and attend up to two (2) meetings with project stakeholders to review preliminary engineering data on the 30% Improvement Plans, including design criteria, public access, edge conditions, intersection and driveway locations, utility needs, and storm drainage.

2.5 CEQA Coordination

Provide support services to the City and DD&A as a part of their CEQA Analysis of the roadway project. Support could entail answering questions and providing data regarding the limits of construction, project quantities, and schedule. Review the draft project description for compliance with the draft plans.

Task 3 – Final Civil Engineering Design

3.1 60% PS&E – Draft Set

Prepare new 60% Improvement Plans, Specifications and Estimate. Submit progress prints electronically to the City for distribution and review. (Hard copy prints can also be provided if requested as a reimbursable expense.) 60% Plans shall expand on the 30% Plans to include the following additional information:

- Street and Storm Drain Construction Details
- Contour Grading Plans. Conformance to existing improvements at intersections and project edge conditions.
- Drainage Plan expanded to include pipe sizes, slopes, and details for infiltration facilities.
- Schematic proposed utility locations based on stakeholder and utility agency coordination.

South Boundary Road

- Pavement Delineation and Sign Plans. Plan to include the proposed signage and striping improvements along the roadway and at intersections, including number of lanes, lane widths, and crosswalks.
- Erosion Control Plans (1"=100') with construction related BMP details.

3.2 Earthwork Analysis

Prepare updated earthwork calculations and a Mass-Haul Diagram of the 60% Improvement Plans to evaluate refined cut and fill quantities. Quantities shall be segregated by property and ESCA status.

3.3 Storm Water Control Plan and O&M Plan

Prepare a Storm Water Control Plan (SWCP) for the project at the 60%, 90% and 100% design phases to document how stormwater is managed within the future right-of-way per City of Del Rey Oaks and City of Monterey design requirements and the cities' MS4 permits. The SWCP is anticipated to address:

- Implementation of "Low Impact Design" strategies such as impervious area disconnection (Tier 1),
- On-site treatment of the 85th percentile 24-hour storm event, including run-on (Tier 2),
- On-site retention of the 95th percentile 24-hour storm event (Tier 3),
- On-site detention of the 2- through 10-year storm events (Tier 4), and
- Storm drain system conveyance.

Develop two Stormwater Control Facilities Operation and Maintenance Plans (O&M Plans). One O&M Plan will be prepared for storm water control facilities within each jurisdiction (City of Monterey and City of Del Rey Oaks).

3.4 Stakeholder Coordination

Coordinate and attend up to four (4) meetings with project stakeholders to review plans and reports, answer questions, address comments, and attend meetings regarding the 60% Improvement Plans.

3.5 Stormwater Pollution Prevention Plan (SWPPP)

Prepare a project SWPPP to obtain coverage under the State Construction General Permit and Assist the City Representative in uploading (to the SWRCB website) and certifying the Project Registration Documents (PRDs). PRDs include the SWPPP with signed Qualified SWPPP Developer (QSD) and Owner certifications; Water Pollution Control Drawings; a Site Map; the Notice of Intent; the project's Risk Level Determination; and the Annual Fee (to be paid by the City).

South Boundary Road

Print and provide the City with one SWPPP binder and electronic pdf copy for use during construction.

3.6 90% PS&E – Plan Check Set

Address comments received on the 60% submittal and prepare 90% Improvement Plans, Specifications and Estimates for the subject intersection. The 90% submittal will be provided electronically to the City for distribution and review. (Hard copy prints can also be provided if requested as a reimbursable expense.) The 90% plans shall be expanded to include the following additional information:

- Staged Construction Plans (if necessary)
- Quantity Sheets (if necessary)

3.7 100% PS&E – Bid Set

Address comments received on the 90% submittal and prepare 100% Improvement Plans for bidding. The Bid Set will be provided electronically for electronic bid posting by the city. (Hard copy prints can also be provided if requested as a reimbursable expense.)

Task 4 – Miscellaneous Tasks and Project Management

4.1 Additional Meetings and Project Management

Attend additional meetings and assist City staff with reviewing and coordinating the Improvement Plan submittal package with other local agencies and stakeholders. Potential meetings and coordination could involve the following: the City of Del Rey Oaks, the City of Seaside, the City of Monterey, Transportation Agency of Monterey County (TAMC), Laguna Seca Raceway, Monterey County Parks Department, California Native Plant Society (CNPS), Fort Ord Recreation Trail And Greenway (FORTAG), Monterey Salinas Transit (MST), Marina Coast Water District (MCWD), Seaside County Sanitation District (SCSD), and Monterey Regional Water Pollution Control Agency (MRWPCA). (40 hours of a Principal and Senior Civil Engineer have been budgeted for this task)

Provide Project Management Services to include Client and Agency communication, consultant coordination, quality control reviews, scheduling, contract management, administration, or other items requested by the City Project Manager.

4.2 Miscellaneous Tasks and Exhibits

Perform additional tasks and prepare miscellaneous exhibits as requested by the City.

South Boundary Road

4.3 Trail Circulation

Prepare Trail Circulation Exhibits showing the existing and proposed trail network for coordination with TAMC and a proposed FORTAG at-grade crossings of South Boundary Road.

Task 5 – Right-of-Way Engineering

5.1 Property Research

Review title reports and research record property and right-of-way maps for parcels along the subject corridor.

5.2 Boundary Survey along Roadway Corridor

Layout record boundary and right-of-way and locate sufficient monumentation to establish the final position of the existing property lines that surround the proposed right-of-way alignment.

5.3 Right-of-Way Exhibits for each Property

Prepare up to four (4) colored right-of-way exhibits for each property that is impacted by the subject roadway. Exhibits to include limits and areas of proposed right-of-way within the subject property, proposed points of access and areas of non-access

5.4 Legal Descriptions and Plat Maps

Prepare up to four (4) legal descriptions and plat maps for the acquisition of right-of-way, construction easements and access control as required to implement the design. Deeds are to be prepared and recorded by others.

5.5 Record of Survey

Prepare and submit a Record of Survey for the new road right-of-way to the County Surveyor for review and recordation.

5.6 Monumentation

Set monuments at new right-of-way as shown on the approved Record of Survey.

Task 6 – Bid Phase Support

6.1 Bid Support

The City shall be responsible for posting the bid documents on electronic bid sites and for any distribution of hard copies. The City will control the bidding process conducting the pre-bid meeting, collecting requests for information (RFIs), disseminating the RFI responses and any addendums. The City will also conduct the bid opening. Whitson Engineers will provide bid support, review and answer RFIs and prepare addenda to

South Boundary Road

bid solicitation documents. Participate in project pre-construction planning, and project material review and kick-off.

Task 7 – Civil Engineering Construction Support

7.1 Engineering Support During Construction

The City's construction manager shall manage the requests for information (RFIs) and the shop drawing review during the construction phase. Whitson Engineers' responsibility under this scope of work is to provide written RFI responses when requested by the City.

Perform site observations as necessary and when requested of the construction activities for general conformance with the contract documents. Written Field Reports of each visit shall be submitted to the City. 12 site visits are included in this Scope of Services, including a final site investigation and written punch list.

7.2 Stormwater Control Measure Construction Observations

Provide Stormwater Control Measure (SCM) construction observations as required by Monterey County, City of Monterey and City of Del Rey Oaks. The following observations are anticipated:

- a. SCM excavation – Measure excavation area and elevation, and observe subgrade condition
- b. Structure installation – Measure structure elevations and observe all structures, pipes and appurtenances
- c. Bioretention soil / finished grade – Measure pond area and grading, and observe finished BSM condition
- d. Final – Observe condition of the completed ponds, including mulch, irrigation and plants

At the completion of construction, provide the Engineer's Stormwater Control Measure Certification

7.3 Record Drawings

Upon completion of roadway construction, Whitson Engineers shall compile and prepare a signed set of Record Drawings (per Contractor mark-ups and plan revisions brought to the attention of the engineer) of the project in electronic file (PDF) in AutoCAD format such as DXF or DWG. Compile project Designs, RFI's, Change Orders, and other project documents and provide to the City in an electronically accessible format (preferable PDF).

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Task 8 – Traffic Engineering (Kimley-Horn)

8.1 CEQA and Transportation Operational Analysis

This task includes a CEQA and Transportation Operational Analysis for the proposed improvements. VMT will address the changes to South Boundary Road, General Jim Boulevard and the construction of the roundabout. An initial assessment of the improvements planned per the FORA plan indicates that there will not be a significant VMT, safety, or multimodal impacts. VMT will be conducted, assuming no widening or adding travel lanes on South Boundary Road and a single lane roundabout, and no adding of lanes being added to General Jim Moor Boulevard.

The addition of the new Housing Element units along South Boundary Road for the neighboring agencies will however add additional trips onto the roads and this will be assessed separately for disclosure purposes. The analysis will identify the threshold at which the single lane roundabout will not operate at acceptable v/c. Land use and traffic volumes will be taken from either previous analysis, or the newest AMBAG model. Housing Element and other new project data will be added for cumulative conditions.

A CEQA memorandum will be prepared and responses to Administrative and Draft documents performed.

8.2 Meetings and Coordination

This task includes the management of the project from initiation through completion of the PS&E. The services provided include project initiation, planning, administration, coordination, attending meetings, and quality control, as described below. We assume a contract duration of 12 months for work described under this task.

a. Project Management and Administration

Kimley-Horn will provide project management and administration services for the project. Kimley-Horn will spend time each month (up to 12 months) invoicing (with associated back up), monitoring progress against budget and overall quality assurance (QA). Specific quality control (QC) efforts for each deliverable document are included in the task covering that document. Kimley-Horn will create a schedule for construction deliverables and will update it during the life of the project as necessary.

b. Project Development (PDT) Meetings and Coordination

Kimley-Horn will coordinate and conduct an initial project kick-off meeting with the Client, and other stakeholders as identified by the Client, to discuss and establish the preferred approach to design issues. Key outcomes of this meeting will be summarized in a brief memorandum and will serve as a basis of design.

Consultant will attend up to two (2) total in-person meetings (including the kick-off meeting) with the Client for project status and review of plan submittals, with the

South Boundary Road

remaining coordination assumed to be via phone or email. We have assumed a budget of 20 hours for general coordination and 4 hours for each in-person meeting.

c. Quality Control

Kimley-Horn will apply a Quality Control process that will be implemented throughout the life of the project. A designated senior roadway engineer will perform independent reviews ahead of major submittals (Geometric Approval Drawings, 60%PS&E, 90% PS&E, and 100% PS&E).

8.3 Preliminary Engineering

This task includes preliminary engineering design and studies in support of the preparation of base maps and plan sheets during development of the improvement plans. The task concludes with geometric approval of the proposed roundabout to be included in the improvement plan package.

a. Roundabout Operations

This task will determine the roundabout operations and test service life and design life sensitivity based on roundabout capacity models and design year volumes. The roundabout capacity and operations analysis will be conducted using Sidra Intersection 9.1 software with the HCM 7 and the Sidra Standard capacity models.

The following items are included in this task:

- Perform peak hour intersection Level of Service (LOS) and queuing analysis for roundabout control during existing and future peak hour design year scenarios. Report the peak hour average control delay, LOS, volume to capacity ratio (v/c), and 95th percentile queue length for each approach by movement. Queue estimates will be examined relative to available storage lengths to nearby driveways and adjacent intersections.
- Conduct variable runs to test the sensitivity of the roundabout to changes in geometric and traffic flow conditions.

b. Concept Refinement

The primary purpose of this task is to verify the footprint of the study intersection. Kimley-Horn will review the project documents relative to the placement of the roundabout and project constraints. The refined concept will evaluate approach and departure alignment alternatives, including the channelization of approach, circulatory, and departure lanes, with respect to known project constraints, design vehicles, right of way, local access, and utilities. Roundabout design will be in conformance with principles described in NCHRP Report 1043.

The roundabout conceptual layouts will be prepared using project CADD files. The layouts will include pavement markings and color-coded areas identifying

South Boundary Road

landscape opportunities and potential sight line constraints based on the estimated sight lines. Project constraints and right of way will be identified.

Kimley-Horn will incorporate planned storm water strategies, prepared by Whitson Engineers, for target stormwater run-off and treatment areas within the roundabout project improvement area and improvements to the planned drainage infrastructure.

Key features evaluated during this phase include:

- Number of approach, departure, and circulatory lanes
- Channelization and striping strategies for circulating lanes and design vehicle accommodation
- Approach and departure alignment
- Design speed, design vehicle, and sight line considerations (Preliminary calculations will be conducted at this phase of concept refinement. Final design check calculations will be completed during Task 2.4 geometric approval)
- Local access impacts and circulation
- Travel paths for bicyclists and pedestrians
- Continuity for pedestrian travel and access to transit facilities
- Estimated functional area of intersection based on roundabout geometric features and roundabout design influence areas

Up to two concepts will be considered at each intersection. This may include alternative means to achieve target safety performance measures, pedestrian & vehicle site circulation, right-of-way impacts, utility avoidance, storm water treatment, environmental avoidance/mitigation areas, etc. In some cases, and at the discretion of the engineer, there could be a hybrid of various features that help explore the range of options and tradeoffs for each concept. Options and tradeoffs typically include variations on the roundabout inscribed circle diameter and central island, location of the roundabout, and variations in the approach and departure geometry.

It is assumed that constraints at the project location will be identified and provided prior to development of the refined project concepts. This scope assumes development of two draft concept layouts for review by the client. After review by the client, one round of adjustments to the layout is included.

The preferred concept layout will serve as the basis for optimization of the roundabout and geometric approval as described under Task 8.2c.

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c. Roundabout Geometric Approval Drawings

i. Preliminary Engineering of Roundabout

Geometric Approval (Horizontal)

Consultant will prepare preliminary engineering drawings and design check calculations to obtain geometric approval of the preferred concept. Preliminary engineering plans are assumed to extend to the point where the improvements conform with existing street infrastructure or proposed street typical section, whichever is less.

Preliminary engineering drawings will be prepared to identify the horizontal design limits of critical geometric elements such as curb geometry, lane widths, channelization, lane transitions, pavement markings, sightlines, and conform conditions to either the existing street infrastructure or proposed typical street section. The functional area of the intersection will be defined. Typical sections of each leg, the roundabout circulatory roadway and central island will be prepared.

We assume that all constraints, storm water treatment areas, and other above and below ground considerations will be provided prior to the start of this task.

Design checks specific to vehicles navigating roundabout intersections will be calculated and documented in a technical memorandum. Roundabout curb geometry and lane markings will be adjusted to achieve target design values for estimated speeds, design vehicles, and sight lines. If site conditions or other constraints require a deviation from guidance described in NCHRP Report 1043 – Chapter 9 Geometric Design Process and performance Checks, the deviation will be identified in the technical memorandum along with a description why the deviation is being requested. The following design checks will be evaluated for vehicles:

- Fastest path estimation for R1 through R5
- Swept path and tire tracking for design vehicles (Assume up to two design vehicles)
- Intersection angle of visibility
- Intersection Sight Distance
- Stopping Sight Distance
- Path overlap estimation for multi-lane entries and departures

Preliminary centerline and curb profiles will be generated to a level sufficient to identify estimated grading of the roadway finished surface, potential vertical considerations to achieve target sight lines, and to identify drainage patterns. A preliminary contour plan of the finished surface will be prepared as a design check

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for drainage, right-of-way, sight line, high center of gravity vehicle stability, and driver comfort.

i. Roundabout Geometric Approval

This task is established to achieve geometric approval of the roundabout through the City. The format of the GAD deliverable will be a single-sheet roll plot of the project area. This roll plot will include curb geometry, striping, with general informational callouts of the improvements, hatches to denote areas of improvements, contour grading plan, centerline profiles, and linework for the existing utilities and preliminary underground drainage improvements (provided by the client), and typical sections.

We assume after one round of revisions, consultation, and response to consolidated comments, the roundabout will be considered geometrically approved. After approval, any requests or directions to change the horizontal curb geometry within the functional area of the roundabout will be considered out of scope work.

The following deliverables are assumed for this task:

- Roundabout Geometric Approval layout roll plot and Design Check Technical Memorandum
- Preliminary contour plan in pdf and CADD format

8.4 Quality Control Reviews

The following tasks include support for one roundabout. A key component of our services during this task is to ensure compliance with the approved design check memorandum. In addition, a quality control review of improvements within the functional intersection area will be conducted for general conformance with roundabout design principles including a composite check of sight lines considering landscaping, signing, lighting, and other proposed street elements.).

a. Construction Document Support

Provide up to 40 hours of as-needed roundabout design consultation and vertical design support services to Whitson Engineers.

b. Peer Review of Construction Documents

Kimley-Horn will provide two rounds of peer review of the roundabout, assumed to occur at the 60% and 90% levels of completeness. For the peer review, we will review construction plans provided by the Client. The results of the peer review will be documented by red-line mark-ups on the construction plans and returned no earlier than 10 working days from the receipt of the plans.

South Boundary Road

8.5 Design Support During Construction

Kimley-Horn team will coordinate with and provide support to the Client during construction. We assume this task to occur over 12 months. The following list of services may be provided as requested by the Client. In providing these services, our scope includes up to 40 hours of Kimley-Horn staff time.

Effort beyond the assumed scope can be provided for additional scope and fee.

Pre-Construction Meeting

Attend the pre-construction meeting (up to two Kimley-Horn staff). We assume meeting to be conducted in person at the City offices or other location to be determined.

Visits to Site

Kimley-Horn will make visits as directed by Client. Such site visits will not be exhaustive or extend to every aspect of Contractor's work.

Kimley-Horn will not supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Kimley-Horn does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

Clarifications and Interpretations

Kimley-Horn will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by Client.

South Boundary Road

Task 9 – Geotechnical Engineering (Earth Systems)

9.1 Geotechnical Report

Update Geotechnical Report to conform to current Caltrans pavement design standards and common geotechnical engineering practice to include the summary of the previously completed infiltration testing.

Task 10 – Electrical Engineering & Lighting Design (Aurum Consulting Engineers)

10.1 Streetlight Design

Prepare a street light design of the subject roadway, including a photometric plan. For this scope of work, it is assumed that intersections to accommodate future development along the roadway corridor will not be included. Streetlights to be public and per City standards of the applicable jurisdiction. Aurum Consulting Engineers will provide support for this task as a sub-consultant to Whitson Engineers.

The Scope of Work will include the following:

- Coordination with PG&E.
- Load Calculations and Single Line Diagram.
- Electrical Service and Distribution.
- Street Lighting and Control.
- Power and Lighting Plans.
- Photometric Plans.
- Green Building Standards Code Compliance Assistance for required measures.
- Coordination with Civil Engineer.
- Electrical Specifications.
- Site visit to establish existing conditions to the extent necessary to accomplish the electrical design.
- Construction Support Services.
 - Construction support includes review of submittals, responding to questions from the field, one on-site review of the Contractor's work upon request and a final walk-through observation report of the completed work. Regularly scheduled job meetings during construction of periodic on-site inspections are not included in the scope of work (weekly or bi-weekly meetings).

COMPENSATION

Progress Billings and Authorized Additional Services will be billed on Time and Materials basis in accordance with the rates shown on the attached Hourly Rate Schedules, for a Total Not to Exceed \$655,400. Subconsultants will be invoiced with a 7.5% markup.

Our anticipated task budgets are as follows:

Task 1 – Land Surveying	\$15,700
Task 2 – Preliminary Civil Engineering	\$50,600
Task 3 – Final Civil Engineering Design	\$168,000
Task 4 – Misc. Tasks and Project Management	\$44,000
Task 5 – Right-of-Way Engineering	\$60,400
Task 6 – Bid Phase Support	\$10,900
Task 7 – Civil Engineering Construction Support	\$74,600
Task 8 – Traffic Engineering (Kimley-Horn)	\$193,000
Task 9 – Geotechnical Engineering (Earth Systems)	\$3,800
Task 10 – Electrical Engineering & Lighting Design (Aurum)	\$30,900
Total	\$651,900

Since billings will be made on a Time and Materials basis the actual billed amounts will vary from the individual task amounts shown above. The total billed under the contract will not exceed the total contract Not to Exceed Amount without prior authorization.

REIMBURSABLES

Budget \$3,500
(Per Rate Schedule)

- 1 Printing and Computer Plots
- 2 Delivery Services and Fed Ex
- 3 Computer Disks / Files for Others
- 4 Mileage
- 5 Other Tasks Requested by Client or Agencies

South Boundary Road

Assumptions:

1. This proposal is for one phase of work and will include delivery of sets (electronic PDF files) of Improvement Plans for the four (4) identified submittals (30, 60, 90, and 100%) as noted above. Signed original reports will also be provided along with electronic PDF's.
2. The alignment for South Boundary Road will not change and will match the June 2019 Improvement Plans and the June 15, 2020 "Shifted" Roundabout Conceptual Layout Exhibit previously prepared by Whitson Engineers. Other primary design criteria - pavement section, road typical section, design speed, storm water control strategy - will be as shown on the June 2019 Improvement Plans.
3. All road grading can be achieved without the need for retaining walls.
4. Since driveway or intersection locations are unknown at this time, driveway aprons will not be provided for the adjacent development parcels.
5. Water/sewer system design will be performed under separate contract to MCWD and Seaside County Sanitation District.
6. The South Boundary Road / General Jim Moore Blvd roundabout intersection to be included with the South Boundary Road design as a single set of Improvement Plans.
7. Since this project is located within the former Fort Ord, Whitson Engineers will pay prevailing wages for survey field work and will provide certified payrolls to Client if requested.
8. City will separately contract a real property specialist or right of way agent, who will perform any necessary appraisals and prepare right-of-way acquisition documents.
9. Construction of monument wells and setting of brass disks will be by others. Whitson Engineers will set straddlers for monument locations, and punch brass disks as described in Task 5. Note that brass disks can be provided to Contractor as a reimbursable expense if needed.
10. The City's own forces or a construction management (CM) firm will handle standard construction management, earthwork, and compaction testing. A Resident Engineer (RE) representing the City will oversee the construction. Earthwork observation and compaction testing are not in the scope of work.
11. Design Team will review and approve or take other appropriate action with respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.
12. This proposal is for work to be performed within 2023 and 2024. Work beyond this shall incorporate Cost of Living Adjustments which shall be equal to the Consumer Price Index. Cost of Living Adjustments to occur annually starting on January 1, 2025. Adjustments shall be applied to the outstanding balance of the contract.

South Boundary Road

Exclusions:

The following work is specifically excluded from the Scope of Services:

1. Payment of governmental or agency fees.
2. Obtaining title reports or title fees.
3. Potholing of existing underground improvements.
4. Soil Management Plans, Munitions Response Coordinator Services, or DTSC Coordination.
5. Additional Percolation Tests beyond those obtained in 2019.
6. Dry utility design other than streetlights.
7. Sanitary sewer or water design, except for coordination with utility agencies.
8. Landscape Plans, except as provided in the erosion control plans for stabilization.
9. Traffic Control and Public Access Control Plans (to be provided by Contractor)
10. Traffic Counts.
11. Qualified SWPPP Practitioner (QSP) services, including site inspections and stormwater sampling and analysis activities that are required by the SWPPP.
12. Construction-phase QSD services (i.e. amending the SWPPP and/or Erosion Control Plan during construction).
13. SWPPP Notice of Termination (to be provided by the QSP).
14. Alternative Alignment Analysis or designs.
15. Environmental documents or surveys (to be provided by DD&A).
16. Additional technical studies other than those listed above.
17. Appraisals or other right-of-way agent tasks, except general coordination service as part of Task 5.
18. Evaluation of site geology.
19. Assessment of the soil for corrosivity, mold or other microbial content, asbestos, lead, contaminants or other chemical properties.
20. Estimates of material shrinkage.
21. Construction issues within the domain of contractors.
22. Revisions after the substantial completion of the documents.
23. Design Team shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the work. Design Team shall not have the authority or responsibility to stop the work of any Contractor.

Please note that Whitson Engineers can provide the above services if specifically requested by the City for an additional fee.



ATTACHMENT B HOURLY RATE SCHEDULE

<u>Category</u>	<u>Hourly Rate</u>
Principal Engineer	\$ 260.00
Senior Civil Engineer	\$ 215.00
Senior Land Surveyor	\$ 215.00
Civil Engineer	\$ 195.00
Land Surveyor	\$ 195.00
Senior Associate Engineer / Surveyor	\$ 185.00
Associate Engineer / Surveyor	\$ 165.00
Assistant Engineer / Surveyor	\$ 145.00
Senior Engineering / Survey Technician	\$ 140.00
Engineering / Survey Technician	\$ 135.00
Administrative Support	\$ 85.00
Engineering Aide	\$ 80.00
Expert Witness / Court Hearing	\$ 335.00

Field Surveying*

One Person Survey Crew (Prevailing Wage)	\$ 230.00
Two Person Survey Crew (Prevailing Wage)	\$ 390.00

Reimbursables

Professional Services by Others	Cost Plus 7.5%
In-House Large Format Plotting / Copies (Black & White)	\$0.54 / S.F.
In-House Plots, Prints, Copies (Color/Special Media)	Rates vary, available upon request
In-House Prints / Copies (Black & White)	\$0.10/sheet for 8.5x11, \$0.54/sheet for 11x17
Materials, Postage, Reproduction, Telephone	Cost Plus 15%
Mileage	Per Current Federal Rate

*Survey Crew rates are Prevailing Wage
Rates effective January 1, 2024



Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	Rate
Analyst I	\$140 - \$190
Analyst II	\$190 - \$250
Professional	\$240 - \$280
Senior Professional I	\$290 - \$345
Senior Professional II	\$360 - \$420
Senior Technical Support	\$125 - \$305
Technical Support	\$115 - \$180
Support Staff	\$95 - \$160

Effective through June 30, 2024

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract



EARTH SYSTEMS

Northern California | Fremont | Hollister | Salinas | www.earthsystems.com

FEE SCHEDULE

(Effective January 1, 2023)

This schedule presents rates for professional and technical services in the fields of geotechnical engineering, engineering geology, environmental consulting, construction observation and testing, and special inspection. Listed are charges for services most frequently performed by Earth Systems. Additional services not listed are available and can be discussed upon request; fixed-fee quotes for some services can also be provided upon request. To discuss a scope of work and fees for a specific project, please contact our office.

<u>PERSONNEL</u>	<u>Hourly Rate</u>
Principal Professional.....	\$250.00
Associate Professional	\$220.00
Senior Professional	\$200.00
Project Professional	\$180.00
Staff Professional	\$150.00
CWI & Special Inspector, Prevailing Wage*	\$150.00
Technician, Prevailing Wage*	\$145.00
Special Services/Caltrans Technician, Prevailing Wage*	\$145.00
Special Services Technician.....	\$130.00
CWI Inspector	\$120.00
Special Inspector	\$120.00
Technical Assistant.....	\$105.00
Technician	\$110.00
Clerical/Administrative	\$100.00

* Technician/Inspector Classifications as defined by the State of California Department of Industrial Relations.

BASIS OF CHARGES, GENERAL

1. Field services for regular work days for non- Prevailing Wage projects are subject to a 2-hour minimum charge, and billed in 2-hour increments.
2. Work performed on Saturdays, night work, and for premium hours (before 7 a.m., after 5 p.m. or more than 8 hours in one day) for personnel are at time and one-half; Sundays and holidays are at double time. Work performed on weekends, holidays, and when work starts outside of regular business hours is subject to a 4-hour minimum charge.
3. A 2-hour cancellation charge applies if scheduled inspection or testing is cancelled after 4 p.m. the day prior to the scheduled work.
4. Mileage is invoiced at a rate of \$0.95/mile (portal-to-portal).
5. Nuclear density gauge charge: \$15.00/hour.
6. Weekly special inspection report charge: \$100.00
7. Subcontracted services, materials, rental equipment, out of town travel, and expenses are charged at cost plus 20 percent. Fixed per diem rates for specific projects can be provided upon request.
8. Report copies: \$30.00 each (minimum). Posting of electronic documents to project websites will be charged at clerical/administrative services rate.
9. Invoices are payable upon presentation. Invoices thirty days past due are subject to a service charge of one and one-half percent per month. Payments using a credit card will be assigned a 3% surcharge.
10. Rates are effective through December 31, 2023.

PREVAILING WAGE PROJECTS

1. Field services for regular work days for Prevailing Wage projects are subject to a 4-hour minimum charge, and billed in 4-hour increments.
2. The prevailing wage (PW) rates presented herein are based on current rates established by the Department of Industrial Relations (DIR). If, during the course of the project, prevailing wage rates are increased by DIR, rates are subject to adjustment. Also, please note requirements concerning overtime, shift work, travel time, holidays, and other factors can vary for different classifications of work under prevailing wage regulations.
3. Projects where State regulations require electronic submittal of Certified Payroll to DIR for prevailing wage will be assessed a fee of \$100.00/week. Additional time required to address specific requests related to DIR/Labor Compliance will be charged at the clerical/administrative services rates.



FEE SCHEDULE - MATERIALS TESTING

(Effective January 1, 2023)

BASIS OF CHARGES

Rates for field work such as materials sampling, construction inspection, and field evaluation will be in accordance with the Personnel Rates listed in the basic Fee Schedule. The below listed rates apply to standard ASTM test methods. An additional hourly charge (\$110.00/hr.) will be applied for cutting, capping, or other preparation of non-standard samples and, where noted, for steel samples.

SOILS

All prices are based on California and Modified California sample sizes (2" – 2.5" diameter) unless noted otherwise. Preparation of 3" diameter samples add \$20.00. Testing of contaminated soil will be per quote. Samples will be returned to sender for proper disposal.

Atterberg Limits: Liquid Limit or Plastic Limit.....	\$125.00
Atterberg Limits: Plasticity Index	\$260.00
California Bearing Ratio, 3 points; incl. ref maximum density	\$650.00
California Bearing Ratio, 9 points; incl. ref maximum density	\$945.00
Consolidation, one dimensional.....	\$225.00
Consolidation, timed, per point	\$100.00
Basic Corrosivity w/out Rpt (pH, Sulfate, Chl., Resistivity).....	Per Quote
Direct Shear, 3 points minimum.....	\$315.00
Expansion Index Test.....	\$205.00
Maximum Density and Optimum Moisture: 4" Mold	\$300.00
Maximum Density and Optimum Moisture: 6" Mold	\$340.00
Maximum Density and Optimum Moisture: California Impact	\$305.00
Moisture and Unit Weight Determination, from Ring Samples	\$45.00
Moisture Only.....	\$40.00
Permeability Tests, constant head or falling head	Per Quote
R-Value	\$325.00
R-Value, CA State Hwy/set of 3, Cement, Lime, Other addts	\$375.00
Hydro Collapse Potential.....	\$165.00
Sieve/Hydrometer Anlys, assumed specific grvty, w/200 wash.....	\$250.00
Sieve Analysis, Aggregate Base/Subbase	\$155.00
Sieve Analysis 200 wash only	\$150.00
Sieve Analysis with wash.....	\$135.00
Sieve Analysis, Oversize Material	\$215.00
Specific Gravity	\$150.00
Swell Test, undisturbed.....	\$205.00
Swell Test, remolded.....	\$230.00
Unconfined Compressive Strength, untreated.....	\$150.00
Unconfined Compressive Strength, lime or cement treated mtrl.....	\$490.00

THERMAL RESISTIVITY TESTS

Concrete, 1 pt w/moisture content (req spcl collection proc).....	Per Quote
Field Testing using Thermal Resistivity Meter.....	Per Quote
Soil, per moisture point, per sample	Per Quote
Soil, 3 moisture points with dry-out curve, per sample	Per Quote

CONCRETE AGGREGATE

Abrasion, L.A. Rattler, 100 and 500 revolutions, ASTM C131 (Small Size Aggregate).....	\$300.00
Abrasion, L.A. Rattler, 100 and 500 Revolutions, ASTM C535 (Large Size Aggregate)	\$560.00
Absorption, Coarse Aggregate	\$100.00
Absorption, Fine Aggregate.....	\$150.00
Clay Lumps and Friable Particles in Aggregate.....	\$125.00
Cleanness Value of Coarse Aggregate	\$175.00
Crushed Particles, each size	\$150.00



FEE SCHEDULE - MATERIALS TESTING

(Effective January 1, 2023)

CONCRETE AGGREGATE (Cont.)

Durability Index, Coarse or Fine Aggregate.....	\$200.00
Flat and Elongated Particles in Aggregate.....	\$125.00
Organic Impurities in Fine Aggregate.....	\$100.00
Potential Reactivity of Aggr by Chemical Method, ea size.....	Per Quote
Sand Equivalent.....	\$170.00
Sieve Analysis, washed.....	\$200.00
Soundness, Sodium Sulfate, 5 cycles.....	\$450.00
Specific Gravity, Coarse Aggregate.....	\$150.00
Specific Gravity, Fine Aggregate.....	\$150.00
Uncompacted Void Cntnt of Fine Agg Angularity, w/fine Agg SG.....	\$285.00
Unit Weight of Aggregate.....	\$150.00

CONCRETE CYLINDERS, BEAMS AND CORES

Compression Test of Cast Cylinders per cylinder.....	\$45.00*
Compression Test of Cored Samples, cored at laboratory.....	\$120.00
Compression Test of cores delivered by others.....	\$100.00
Compression Test of Lightweight Concrete.....	\$50.00*
Density of Concrete Cylinders.....	\$80.00
Density of Hardened Concrete.....	\$105.00
Flexural Strength, Simple Beam with Third Point Loading.....	\$180.00
Grading of Shotcrete Cores.....	\$190.00
Sample Storage, monthly per sample.....	\$45.00
Shrinkage, set of 3.....	\$400.00
Unit Weight of Lightweight Concrete.....	\$130.00
Enviro. Recycling Fee, per cylinder, core or beam.....	\$2.00
Enviro. Recycling Fee, per flex beam.....	\$3.00
Enviro. Recycle Fee/Form Stripping, per shotcrete panel/beam.....	\$65.00

MASONRY

Absorption of Block, set of 3.....	\$165.00
Compression Test, 2" x 4" Mortar Cylinders.....	\$40.00*
Compression Test, 3" x 3" x 6" Grout Samples.....	\$60.00*
Compression Test on Block, set of 3.....	\$165.00
Compression Test on Grouted Prisms, includes cutting.....	\$165.00*
Compression Test on Masonry Cores.....	\$85.00
Coring of Grouted Masonry by Subcontractor.....	cost + 20%
Masonry Shrinkage, set of 3.....	\$245.00
Moisture Content of Block as received, set of 3.....	\$105.00
Shear Test on Masonry Cores, 2 faces.....	\$150.00
Specific Gravity and Unit Weight of Block, set of 3.....	\$170.00
Enviro. Recycling Fee, per masonry prism.....	\$3.00
Enviro. Recycling Fee, per mortar or grout sample.....	\$2.00

* Includes formal report of test results following 28-Day tests.

FIREPROOFING

Fireproof Bond Test.....	Per Quote
Fireproofing Density Test (1).....	\$80.00

ASPHALT CONCRETE

Bulk Specific Gravity of Compacted Specimens and Core Samples.....	\$80.00
Compaction of Lab Samples, CA Kneading Compactor, set of 3.....	\$240.00
Compaction of Lab Samples, CA Kneading Compactor, set of 5.....	\$400.00



FEE SCHEDULE - MATERIALS TESTING (Effective January 1, 2023)

ASPHALT CONCRETE (Cont.)

Compaction of Lab Spls, Mrshl Mthd set of 3 –(50 blows/side).....	\$245.00
Compaction of Lab Spls, Mrshl Mthd set of 3 –(75 blows/side).....	\$260.00
Extraction of Oil from A.C. Mixtures.....	Per Quote
Extraction of Oil from Rubberized Mixtures.....	Per Quote
Gyratory Compactor, per set of field mixed asphalt	\$495.00
Hamburg Wheel Tracker Test, per set of field mixed asphalt	\$890.00
Ignition Oven Binder Cntnt, after initial corr value is det.....	\$275.00
Ignition Oven Binder Cntnt Corr Value /mix design, ave of 3.....	\$850.00
Ignition Oven Gradation Correction Value, per mix design.....	Per Quote
Moisture Content	\$50.00
Sieve Analysis of Extracted Aggregate.....	\$285.00
Sieve Analysis of Ignition Oven Residue	\$270.00
Specific Gravity, Theoretical Maximum, Rice Method	\$170.00
Stability and Flow, Marshall Apparatus, set of 3.....	\$240.00
Stabilometer, Hveem S-Value, set of 3.....	\$350.00
Enviro. Recycling Fee, per sample	\$2.00
Enviro. Recycling Fee for Extracted Oils	\$45.00

REINFORCING AND STRUCTURAL STEEL

Bend Test of Welded Specimen, sample preparation not incl.....	\$80.00
Pipe Flattening Test, sample preparation not included	\$75.00
Reinforcing Steel Coupler Tensile and Slip Tests.....	\$250.00
Structural Steel Bend Test, sample preparation not included	\$80.00
Structural Steel Machining/Sample Preparation.....	cost + 20%
Structural Steel Tensile Test, sample prep not included	\$80.00
Tensile and Bend Tests of Reinforcing Bar, #2 through #9.....	\$170.00
Tensile and Bend Tests of Reinforcing Bar, #10 through #18	Per Quote
Enviro. Recycling Fee, per sample	\$2.00

BOLT TESTS

Bolt Tests, chemical or mechanical	cost + 20%
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WELDER QUALIFICATION

AWS D1.1: 3/8" Plate, per position	Per Quote
AWS D1.1: 1" Plate, per position.....	Per Quote
AWS D1.3: Sheet Steel.....	Per Quote
AWS D1.4: Reinforcing Bar	Per Quote
ASME/API Pipe Sections	Per Quote

EQUIPMENT/CHARGES (Does Not Include Personnel)

110-volt Portable Electric Generator	\$115.00/day
Anchor Pull Test Equipment.....	\$45.00/hr.
Bailer (disposable) w/dedicated rope	\$35.00/ea.
Concrete and Asphalt Concrete Coring Equipment.....	cost + 20%
Concrete Slab Moisture Transmission Kit.....	\$45.00/ea.
Conductivity Meter.....	cost + 20%
Cut-Off Saw	\$90.00/day
Double Ring Infiltrometer (per set).....	\$165.00/day
Drum Dolly.....	\$40.00/day
Drums	\$90.00/ea.
Dynamometer, In-line Scale	Per Quote
Hammer Drill	cost + 20%
Hand Auger/Sampler Equipment	\$65.00/day
Lock n, Load VOC Sample Pres. Sys.	\$35.00/ea.



FEE SCHEDULE - MATERIALS TESTING

(Effective January 1, 2023)

EQUIPMENT/CHARGES (Cont.) (Does Not Include Personnel)

Magnetic Particle Equipment.....	\$25.00/hr
Non-Destructive Testing Equipment.....	\$45.00/hr
Manometer.....	\$155.00/day
Mini-Troll Groundwater Level Transducer.....	\$115.00/day
Mobile Laboratory.....	Per Quote
Nuclear Density Equipment.....	\$15.00/hr.
Paint Thickness Meter.....	Per Quote
Vehicle with Percolation Tank System.....	\$260.00/day
Personal Protective Equipment Level C.....	Per Quote
Pile Driving Equipment (for pile load testing).....	Per Quote
Pile Load Testing Equipment.....	Per Quote
Pulse Velocity Meter.....	Per Quote
Rebound Hammer (Schmidt Hammer).....	\$80.00/day
Reinforcing Steel Locating Equipment (DR-Meter).....	\$200.00/day
Relative Humidity Meter.....	\$100.00/day
Off Road Vehicle.....	Per Quote
Safety and Specialty Equipment.....	Per Quote
Sampling Consumables.....	Per Quote
Skidmore Bolting Calibration Equipment.....	\$255.00/day
Slope Inclinator Equipment, per hole.....	Per Quote
Soil Sampling Containers (metal).....	\$25.00/ea.
Soil Sampling Containers (glass).....	\$10.00/ea.
Tape Extensometer.....	Per Quote
Tension Equipment.....	\$200.00/day
Torque Wrench.....	\$80.00/day
Water Level Indicator.....	\$55.00/day
Windsor Probe, set of 3.....	Per Quote
Per Diem.....	Per Quote
DIR Compliance/eCPR, per week.....	\$100.00
DSA Box Posting, ea.....	\$100.00
DSA Lab Compliance, per week.....	\$100.00
Vehicle Mileage Charge.....	\$.95



EXPERT WITNESS SERVICES

(Effective January 1, 2023)

The following rates apply to deposition testimony, arbitration testimony, hearings and court appearances.

HOURLY CHARGES FOR PERSONNEL

Principal Professional	\$400.00
Associate Professional	\$300.00
Senior Professional	\$250.00
Clerical/Admin Services	\$100.00

SPECIAL SERVICES

Deposition	\$400.00/hr. ²
Arbitration	\$400.00/hr.
Court Appearance/Hearings	\$1,500.00/half day ³
Standby to Appear	\$750.00/day ⁴

BASIS OF CHARGES

1. Hourly rates are charged during investigation, analysis, consultation, and preparation services.
2. Estimated deposition fee payable in advance by party requesting deposition. The difference between advance payment and final fee to be billed or refunded in accordance with the fee and billing information in this schedule. Fee for reviewing deposition transcript will be billed at hourly rates to the party requesting the review.
3. Minimum half day charge will apply to court appearances and hearings. Time extending through the noon hour will be subject to the full day charge of \$3,000.00.
4. Days, or portions thereof, reserved for appearances at hearings, court, or arbitrations, during which we are not required to be away from our offices will be subject to a standby charge of \$750.00. Standby at other locations will be charged at the general hourly rates.



2023 HOURLY RATE SCHEDULE

<u>ENGINEERING DIRECTOR</u>	\$217/hr
<u>SENIOR PROJECT MANAGER</u>	\$194/hr
<u>PROJECT MANAGER</u>	\$188/hr
<u>ELECTRICAL DESIGNER</u>	\$178/hr
<u>CADD MANAGER</u>	\$139/hr
<u>DRAFTER</u>	\$119/hr
<u>BOOKKEEPER</u>	\$86/hr
<u>ADMINISTRATIVE ASSISTANT</u>	\$75/hr

CITY OF DEL REY OAKS
AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES
(SOUTH BOUNDARY ROAD REALIGNMENT AND GENERAL JIM MOORE BLVD.
INTERSECTION PROJECT)

THIS AGREEMENT (“Agreement”) is executed _____, 20____ by and between the CITY OF DEL REY OAKS, a municipal corporation (hereinafter “City”), and Denise Duffy & Associates, Inc. (hereinafter “Consultant”), each of which is referred to herein as a “party,” and collectively referred to herein as the “parties.”

RECITALS

WHEREAS, the City wishes to engage Consultant to perform the services required by this Agreement as City does not have the capability to perform such work;

WHEREAS, Consultant is customarily engaged in the business of providing the services required herein and is willing to provide such services on the following terms and conditions; and

WHEREAS, Consultant represents it is specially trained, experienced, and competent to perform the services required by this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties hereby covenant and agree as follows:

1. SERVICES

A. **Scope of Services.** Consultant agrees to provide to the City, as the scope of services under this Agreement, the following services: Environmental Consulting Services for the South Boundary Road Realignment and General Jim Moore Boulevard Intersection Project. The scope of services are further described in: 1) “Proposal” attached hereto as Exhibit “A.” In case of any conflict between these documents, this Agreement shall take first precedence, Consultant’s response shall take second precedence, any Special Provisions shall take third precedence, and any Technical Specification shall take fourth precedence.

B. **Amendment of Services.** The parties may make changes to the scope of services as defined in Section 1.A above. The parties shall agree in writing prior to commencement of any such changes.

2. COMPENSATION

A. **Total Fee.** The City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement \$97,993. If the City determines the services set forth in the written invoice have not been performed in accordance with the terms of this Agreement, the City shall not be responsible for payment until the services have been satisfactorily performed.

B. **Invoicing.** Consultant shall submit written invoices to the City. Consultant's invoices shall include a brief description of services performed.

3. AGREEMENT TERM

A. **Term.** The work under this Agreement shall commence at the mutual reasonable agreement of the parties.

B. **Timely Work.** Consultant shall perform all services in a timely fashion. Failure to perform shall be deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.

4. INDEPENDENT CONSULTANT

A. **Independent Consultant.**

i. Consultant is an independent consultant. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture.

ii. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Consultant shall not become entitled by virtue of this Agreement to receive from the City any form of employee benefits including, but not limited to, sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Consultant shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Consultant's performance of services under this Agreement. In connection therewith, Consultant shall defend, indemnify and hold the City harmless from any and all liability, which the City may incur because of Consultant's failure to pay such taxes.

B. **Not an Agent of the City.** Nothing in this Agreement shall be interpreted so as to render the City the agent, employer, or partner of Consultant, or the employer of anyone working for or subcontracted by Consultant, and Consultant must not do anything that would result in anyone working for or subcontracted by Consultant being considered an employee of the City. Consultant is not, and must not claim to be, an agent of the City.

5. REPRESENTATIVES AND COMMUNICATIONS

A. **City's Representative.** The City appoints the individual named below as the City's contact person for the purposes of this Agreement.

Name: John Guertin
Title: City Manager
Address: 650 Canyon Del Rey Blvd. Del Rey Oaks, CA 93940
Telephone: 831-394-8511

B. **Consultant's Representative.** Consultant appoints the individual named below as its contact person for the purposes of this Agreement.

Name: Erin Harwayne
Title: Project Manager, Denise Duffy & Associates, Inc.
Address: 947 Cass Street, Suite 5, Monterey, CA 93940
Telephone: 831-373-4341

C. **Communications and Notices.** Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and shall be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on the date of transmission, or if by mail, seven (7) calendar days after posting.

6. INDEMNIFICATION

Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law Consultant shall indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses and fees of experts, consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant, anyone directly or indirectly employed by Consultant, or anyone Consultant controls (collectively "Liabilities"). Consultant shall have liability for reasonable and necessary defense costs incurred by persons indemnified to the extent caused by Consultant's negligence herein and recoverable under applicable law on account of negligence. Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in part by the gross negligence or willful misconduct of such Indemnitee.

7. INSURANCE

Consultant shall submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

A. **Commercial General Liability Insurance** including, but not limited to, premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

B. **Automobile Liability Insurance** covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.

C. **Workers' Compensation Insurance.** If Consultant employs others in the performance of this Agreement, Consultant shall maintain Workers' Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence.

D. **Other Insurance Requirements:**

- i. The City shall be a named additional insured on Consultant's policy.
- ii. All insurance required under this Agreement must be written by an insurance company either:
 1. admitted to do business in California with a current A.M. Best rating of no less than A:VI;
 - or
 2. an insurance company with a current A.M. Best rating of no less than A:VII.
- iii. Prior to the start of work under this Agreement, Consultant shall file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City Manager. Consultant shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy that would alter the information on the certificate then on file, including, without limitation, the amount of coverages or the term of coverages.
- iv. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. Notwithstanding the insurance requirements contained herein, Consultant is financially liable for its indemnity obligations under this Agreement.
- v. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

8. PERFORMANCE STANDARDS

A. Consultant warrants that Consultant and Consultant's employees performing services under this Agreement are specially trained and experienced to perform the services described herein.

B. Consultant and its employees shall perform all services in a safe and skillful manner consistent with the highest standards of care, diligence and skill ordinarily exercised by professionals in similar fields. All services performed under this Agreement that are required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

C. Consultant shall furnish, at its own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. Consultant shall not use the City premises, property (including equipment, instruments, or supplies)

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or personnel for any purpose other than in the performance of its obligations under this Agreement, the RFP, or Consultant's Estimate.

D. Consultant agrees to perform all work under this Agreement to the satisfaction of City and as specified herein. The City Manager or his or her designee shall perform an evaluation of the work. If the quality of work is not satisfactory, City in its discretion may meet with Consultant to review the quality of work and resolve the matters of concern.

9. CITY INFORMATION AND RESOURCES

A. **City Resources.** The City acknowledges that Consultant's ability to provide services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by Consultant. To the extent that the City fails to provide City resources, Consultant shall not be liable for any resulting delay in services, but in no event shall such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor shall Consultant be entitled to extra compensation for same.

B. **Obligations of Consultant.** No reviews, approvals, or inspections carried out or supplied by the City shall derogate from the duties and obligations of Consultant, and all responsibility related to performance of services shall be and remain with Consultant.

10. OWNERSHIP AND USE OF MATERIALS

A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Consultant under this Agreement (collectively, "the Materials") are and shall remain the property of the City even though Consultant or another party may have physical possession of them or a portion thereof. Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, vendors, successors or assignees may have in the Materials. Consultant agrees that all copyrights, which arise from creation of the work or services pursuant to this Agreement, shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City.

B. **Delivery and Use of the Materials.** All Materials shall be transferred and delivered by Consultant to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Consultant requesting delivery by Consultant to the City of all or any part of the Materials in which event Consultant shall forthwith comply with such request. The Materials created electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.

11. DISPUTE RESOLUTION

The City Manager and Consultant shall make reasonable efforts to resolve any dispute by amicable negotiations and shall provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations.

If all or any portion of a dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days either party may, by notice to the other party, submit the dispute for formal mediation to a mediator selected mutually by the parties. The cost of the mediation (including fees of mediators) shall be borne equally by the parties, and each party shall bear its own costs of participating in mediation. The mediation shall take place within Monterey County.

Should either party not be satisfied with the outcome of the mediation, the matter may be submitted to a court of competent jurisdiction.

All claims by Consultant against the City for money or damages must comply with the Government Claims Act (California Government Code Sections 810-996.6).

12. TERMINATION OF AGREEMENT

A. **Termination for Cause or Default.** The City reserves the right to immediately terminate this Agreement, in whole or in part, if Consultant defaults or fails to deliver the services in accordance with the terms and conditions of this Agreement. Such termination shall be in writing, shall set forth the effective date of termination, and may be issued without any prior notice. Without limitation, Consultant is in default of its obligations contained in this Agreement if Consultant:

- i. Fails to perform the required services within the term and/or in the manner provided under this Agreement;
- ii. Fails to observe or comply with the City's reasonable instructions;
- iii. Otherwise violates any provision of this Agreement.

13. LEGAL ACTION / VENUE

Should either party to this Agreement bring legal action against the other, the validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Monterey County Superior Court.

14. MISCELLANEOUS PROVISIONS

A. **Non-discrimination.** During the performance of this Agreement, Consultant shall not unlawfully discriminate against any person because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, either in Consultant's employment practices or in the furnishing of services to recipients.

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

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

D. **Entire Agreement.** This Agreement, including the Exhibits attached hereto, constitute the entire agreement between the parties hereto with respect to the terms, conditions, and services and supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Amendment of Services." Any amendment to this Agreement will be effective only if it is in writing signed by both parties hereto and shall prevail over any other provision of this Agreement in the event of inconsistency between them.

E. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be signed in counterparts, but all of which together shall constitute one and the same Agreement.

F. **Multiple Copies of Agreement.** Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that shall take precedence should any difference exist among counterparts of this Agreement.

G. **Authority.** Any individual executing this Agreement on behalf of the City or Consultant represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

H. **Severability.** If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

I. **Non-exclusive Agreement.** This Agreement is non-exclusive and both the City and Consultant expressly reserve the right to enter into agreements with other Consultants for the same or similar services, or may have its own employees perform the same or similar services.

J. **Assignment of Interest.** The duties under this Agreement shall not be assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer shall constitute a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.

K. **Laws.** Consultant agrees that in the performance of this Agreement it will reasonably comply with all applicable federal, state and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Del Rey Oaks.

L. **Exhibits.** The following Exhibits are incorporated herein by reference as if fully set forth: Exhibit A, Proposal to Provide Environmental Consulting Services

IN WITNESS WHEREOF, the parties enter into this Agreement on the day and year first above written in Del Rey Oaks, California.

CITY OF DEL REY OAKS

DENISE DUFFY & ASSOCIATES, INC.

John Guertin,
City Manager

Erin Harwayne
Project Manager

Date

Date

**PROPOSAL
TO PROVIDE
ENVIRONMENTAL CONSULTING SERVICES
FOR THE
SOUTH BOUNDARY ROAD REALIGNMENT AND GENERAL JIM
MOORE BOULEVARD INTERSECTION PROJECT**

October 18, 2023

Task 1. Project Initiation/Data Collection

DD&A will initiate the project by consulting with the City and Whitson Engineers (project engineer) to obtain pertinent reports, project information, and design plans. Project initiation will include the following tasks:

- Review available background information,
- Conduct initial project management,
- Attend a kick-off meeting with the City and project engineer to discuss the project documentation approach and finalize the scope of work,
- Identify data and documentation needs,
- Confirm format, quantities, and distribution of deliverables, and
- Establish a schedule and protocols for communication.

During this task, DD&A will visit the site to assess the environmental conditions of the site and its surroundings. DD&A will collect, compile, and refine data needed to complete the environmental documentation. Where applicable, the data assembled will be incorporated into a GIS database to assist in the environmental evaluation. Data gathered as part of this task will be reviewed and used to develop a comprehensive picture of the environmental resources that may be affected by the proposed project. DD&A assumes maximum use of available data for this analysis. During this task, DD&A will complete a review and assessment of the information already available and identify any outstanding data needs.

Deliverable(s): Kick-off Meeting Materials, List of Information Needs; Revised Scope, budget, and schedule if necessary

Task 2. Early Coordination with Responsible Agencies & Interested Parties

Early coordination with responsible agencies and interested parties will be an important part of the proposed project, which may include but are not limited to, the following:

- City of Monterey
- County of Monterey
- City of Seaside
- Monterey Peninsula Regional Park District
- Transportation Agency for Monterey County (TAMC)/Fort Ord Regional Trail and Greenway (FORTAG)
- Marina Coast Water District (MCWD)
- Seaside County Sanitation District
- Monterey Regional Airport

- California Department of Fish and Wildlife (CDFW)
- Bureau of Land Management (BLM)
- Keep Fort Ord Wild (KFOW)
- California Native Plant Society (CNPS)
- U.S. Fish and Wildlife Service (USFWS)

This scope of work assumes up to five (5) meetings, as determined necessary. This scope of work assumes DD&A will facilitate the meetings (assumed to be virtual or in-person) and provide all necessary meeting materials, including, but not limited to, agendas, meeting notes, PowerPoint presentations, etc. DD&A will submit drafts of all meeting materials to the City and project engineer for review and comment prior to meeting distribution.

Deliverable(s): Meeting Materials

Task 3. Draft and Final Project Description

DD&A will review the proposed plans for the South Boundary Road Realignment and General Jim Moore Boulevard Intersection project, and prepare a Draft and Final Project Description. This scope of work assumes that the City and project engineer will provide sufficient project information for DD&A to prepare a Draft Project Description. DD&A will prepare a Draft Project Description defining all aspects of the project, including, but not limited to, project background, location, goals and objectives, limits of construction, construction schedule and equipment, and graphics to illustrate the project plans. This scope of work assumes site plans and drawings will be provided by Whitson. DD&A will submit a Draft Project Description electronically to the City, Whitson, and legal counsel for review and comment. Based on comments received, DD&A will finalize the Project Description for inclusion in the environmental document and technical studies. This scope of work assumes one round of comments.

Deliverable(s): Draft and Final Project Description

Task 4. Prepare Technical Studies

Based on the project information provided and knowledge of resources within the project site and vicinity, it is assumed the following technical studies will be required for the environmental analysis. If additional technical subconsultants are determined to be required at a later date (e.g., geotechnical or hydrology/water quality analyses), an amendment to this proposal would be required or the technical subconsultants could be contracted directly with the City.

Air Quality/Greenhouse Gas Emissions

An Air Quality & Greenhouse Gas (GHG) Emissions Impact Analysis will be conducted by AMBIENT Air Quality and Noise Consulting. Regional & local air quality, as well as meteorological conditions in the vicinity of the project site, will be described. In addition, the local topographic effects on pollutant dispersal and applicable air quality regulatory framework, standards, and significance thresholds will be discussed. The analysis of air quality impacts will be based on the Monterey Bay Air Resources District's (MBARD) recommended guidance. The *California Emissions Estimator Model* and the *Road Construction Emissions Model* (CalEEMod) will be used to estimate short-term emissions of criteria air pollutants and GHG emissions, based on construction information provided by Whitson. To the extent that changes in regional vehicle miles traveled (VMT) is available and to the extent possible, emissions modeling will also be conducted to quantify changes in long-term (i.e., operational) emissions attributable to the proposed project. Emissions modeling will be conducted for each phase of the proposed project and discussed separately. Localized air quality impacts, including emissions of carbon monoxide, particulate matter, and toxic air contaminants are anticipated to be minor and will also be qualitatively assessed. The preparation of dispersion modeling and health risk assessments is not anticipated to be required and is not included.

Air quality and GHG impacts will be compared with applicable MBARD significance thresholds for determination of significance. A list of mitigation measures will be prepared for any impacts found to be significant or potentially significant. The effectiveness of proposed mitigation measures will be quantified and included in the CEQA documentation.

Biological Resources Report

DD&A biologists will visit the site to assess the environmental conditions of the site and its surroundings. Pre-survey research will be conducted utilizing available resources, including CDFW's California Natural Diversity Database (CNDDDB), CNPS lists, local experts, and other published and unpublished materials as related to CEQA and regulatory permitting requirements. To the extent feasible, DD&A will rely on data collected during previous surveys of the project site. As such, the site visit will focus mostly on confirming existing data and analyzing impacts based on project plans. DD&A will collect, compile, and refine data needed to complete the environmental documentation. Data gathered as part of this task will be reviewed and used to develop a comprehensive picture of the biological resources that may be affected by the project.

DD&A will prepare a Draft Biological Resources Report of sufficient content and format to satisfy the relevant resource and responsible agencies. The Biological Resources Report will include the following items:

- A description of the existing biological resources on and surrounding the site.
- Maps and descriptions of general and sensitive habitats, and special-status plant and animal species known or anticipated to be present.
- An assessment of the direct and indirect impacts to sensitive biological resources, including potential impacts from construction disturbance and maintenance activities.
- Recommendations on the significance of the potential impacts,
- Identification of mitigation for any significant biological impacts.

Updated Tree Inventory

DD&A's Certified Arborist will conduct a field inventory of protected trees per Municipal Code within the revised construction limits and prepare an updated inventory, relying on existing tree data as determined appropriate by the arborist. The updated inventory will be used to inform project design to minimize impacts to protected trees. The inventory will include: identification of all protected trees by species, size, and class (including landmark/heritage trees); assessment of tree health; and collection of all other pertinent tree information required by code. An updated map will also be prepared depicting the locations of all protected trees along with a corresponding table of tree information collected. This task includes coordination with the project engineer and the City to discuss potential plan modifications to further avoid and minimize impacts to protected trees.

Cultural & Tribal Resources

Under Assembly Bill (AB) 52 requirements, tribal consultation should be completed by the City, as the CEQA lead agency, or through an authorized agent of the lead agency. DD&A will retain an archaeological consultant to complete consultation per AB 52 requirements. The consultant will contact the California Native American Heritage Commission (NAHC) for a review of their Sacred Lands File. The NAHC will determine if any NAHC-listed Native American sacred lands are located within or adjacent to the project area. In addition, the NAHC will provide a list of Native American contacts for the project that they believe should be contacted for additional information. This contact list will be provided to the City to facilitate its obligations under AB 52, as applicable. Under this task, the consultant will provide the City with an agency and tribal list as well as draft coordination letters that can be used to reach out to agencies and tribes that might have input into the environmental review process prior to the environmental analysis being finalized. NOTE: These letters will need to be sent out by the City on official City letterhead. The consultant will also conduct a field survey and prepare a report of the findings, including the results of the AB 52 consultation and any necessary measures to reduce impacts to a less-than-significant level. DD&A will summarize the report in the IS/MND.

Noise

A Noise & Groundborne Vibration Impact Analysis will be performed by AMBIENT Air Quality & Noise Consulting. The noise impact analysis will include a description of the existing noise environment, including nearby noise sources and noise-sensitive receptors, based on existing environmental documentation and a review of site reconnaissance data. Relevant background information, including noise fundamentals, descriptors, and applicable federal, state, and local regulatory framework, will be described.

To assess potential construction noise impacts, sensitive receptors and their relative exposure to the proposed project area (considering topographic barriers and distance) will be identified. Noise levels of specific construction equipment will be determined and resultant noise levels at nearby land uses (at given distances from the source) will be calculated. Long-term (i.e., operational) traffic noise levels will be quantified for existing and proposed project conditions, based on traffic data to be obtained from the traffic analysis prepared for the project by the City. Groundborne vibration levels associated with construction equipment will be discussed and predicted vibration levels at nearby land uses will be quantified. Groundborne vibration levels will be evaluated in comparison to commonly applied thresholds for structural damage and human annoyance. Long-term increases in operational vibration levels are anticipated to be minor and will be qualitatively discussed.

The significance of noise impacts will be determined in comparison to applicable City noise standards. Mitigation measures will be identified for any impacts found to be significant or potentially significant. The effectiveness of proposed mitigation measures will be quantified and included in the CEQA documentation.

Transportation

The IS/MND will incorporate the transportation and Vehicle Miles Traveled (VMT) analyses prepared by Kimley-Horn to analyze transportation impacts that may result from the construction and operation of the project.

Deliverable(s): Draft and Final Technical Studies will be submitted concurrently with the IS draft submittals detailed in Task 5

Task 5. Prepare Draft CEQA Document

Based on our review of the proposed project, communication with City staff, and knowledge of the resources in the project area and vicinity, it is assumed that an Initial Study/Mitigated Negative Declaration (IS/MND) will be the appropriate level of CEQA analysis for the proposed project. Per Section 15063 of CEQA Guidelines, the IS/MND will contain the following sections:

1. **Table of Contents**
2. **Project Description.** Description of project background, location, elements, and objectives supplemented with graphics to illustrate the proposed project. DD&A will provide the required maps, graphics, and figures needed to adequately define the project impact areas.
3. **Environmental Setting, Impacts, Mitigation, and Completed CEQA Checklist.** For each environmental topic, the document will include a discussion of existing conditions and will identify potential environmental impacts. The impact analysis will apply specific thresholds for determining the significance of impacts, consistent with criteria set forth in CEQA, City, State, and Federal standards, as well as applicable case law. Impacts evaluated include direct, indirect, construction/short-term, operational/long-term, and irreversible. The project impact section will present potentially significant impacts and identify mitigation that avoids, eliminates, or reduces impacts to a less-than-significant level, where feasible.
4. **Graphics.** Preparation of appropriate graphics and tables to present the environmental analysis.
5. **References.** Identification of all sources and persons contacted during preparation of the document.

The following key environmental topics will be specifically addressed in the IS/MND, in addition to all other elements required by CEQA Guidelines Appendix G:

- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology/Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology/Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population/Housing
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources
- Utilities/Service Systems
- Wildfire

For all environmental topics, the IS/MND will include a discussion of existing conditions and will identify potential environmental impacts of the project using significance criteria (i.e., thresholds of significance) to determine the level of impact for each identified issue. The impact section will present potentially significant impacts and identify mitigation that avoids, eliminates, or reduces impacts to a less-than-significant level. This scope assumes that mitigation measures or project design changes will be available and feasible to successfully reduce impacts to a less-than-significant level.

DD&A will submit an electronic copy of the Administrative Draft IS/MND, including draft technical studies, to the City, legal counsel, and project engineer (project team) for review and comment. After review of the Administrative Draft IS/MND, DD&A will revise the document based on the comments received. DD&A assumes that the project team will provide one set of written comments on the Administrative Draft IS/MND, either in letter form or on a single copy of the document. DD&A will then submit an electronic Screencheck Draft, Draft Notice of Completion (NOC), Draft Summary Form, and Draft Notice of Intent (NOI) for final review by the project team.

After review of the Screencheck Draft IS/MND and draft notices, DD&A will finalize the documents and prepare the Public Draft IS/MND and notices for public distribution and filing with the Monterey County Clerk and State Clearinghouse/Office of Planning and Research (OPR) for the required 30-day public review period. DD&A will file the NOI with the Monterey County Clerk and, if requested on the City's behalf, DD&A will upload the Public Draft IS/MND to the State Clearinghouse's "CEQA Submit" system, in fulfillment of CEQA requirements for state-level review.

The document will be available in Adobe Acrobat (pdf) format for posting on the City's website. This scope assumes that all public mailings, emails, and publications (of documentation, notices, etc.) will be conducted and paid for by the City. This task assumes that the City will be responsible for publishing the notice in the Monterey County Weekly or other local newspaper. DD&A will provide copies of the NOI to be posted at City Hall and other publicly available locations. DD&A will also post a copy of the NOI on-site. DD&A will provide one hard copy of the Public Draft IS/MND for public viewing at City Hall.

Deliverable(s): Administrative, Screencheck, and Public Draft IS/MND and Notices

Task 6. Prepare Final CEQA Document

DD&A will respond to public comments on the Public Draft IS/MND received during the public review period. DD&A, in consultation with the project team, will prepare formal responses to these comments. The comment letters and responses, as well as any necessary changes to the text of the Public Draft IS/MND, will be incorporated into the Draft Final IS/MND and Draft Mitigation Monitoring and Reporting Program

(MMRP) and submitted to the project team for review and comment. After receiving and incorporating comments from the project team, DD&A will prepare the Final IS/MND, MMRP, and a Notice of Determination (NOD) for filing with the Monterey County Clerk and State Clearinghouse/OPR. The document will be available in Adobe Acrobat (pdf) format for posting on the City's website. This scope of work assumes that the City will provide draft staff report, resolution, and findings to DD&A for review and comment. This scope assumes that all public mailings, emails, and publications (of documentation, notices, etc.) and will be conducted and paid for by the City, including the NOD filing fee.

Deliverable(s): Draft and Final IS/MND, MMRP, and NOD

Task 7. Project Management, Meetings, and Coordination

DD&A will work in close coordination with the project team throughout the duration of the project, including phone and email correspondence. In addition to the meetings described in Tasks 1 and 2, DD&A will attend up to five (5) additional meetings/conference calls throughout the duration of the project, including public meeting attendance for consideration of the project and CEQA document. This scope of work assumes DD&A will assist with the preparation of meeting materials and presentation at the public meeting, as needed. In addition, DD&A will provide project management services, including subconsultant administration and management, schedule and budget monitoring and reporting, and client coordination up to the total estimated budget provided.

Deliverable(s): Meeting Materials

ASSUMPTIONS

This scope assumes that the City will conduct all distribution tasks required by CEQA. This scope assumes that the City will have minimal and typical comments on the draft documents. If excessive comments are received, additional budget may be required. This scope assumes that the City will review document drafts in an expeditious manner. If the project timeline is extended resulting from excessive review and response times, additional budget may be required. This scope assumes that the project description will not change after initiating the document preparation. If changes to the project occur, additional budget may be required.

This scope and budget assume no additional technical reports not identified herein will be required for completion of the CEQA document. If additional technical subconsultants are determined to be required at a later date, a scope and budget amendment would be required or the technical subconsultants would be contracted directly through the City. This budget also assumes that only electronic formats of the CEQA document and associated notices will be produced. If any additional hardcopies are requested by the City, an amendment to the contract would be required and the cost would be based on the production cost.

Budget

The not-to-exceed cost to complete the tasks above is \$97,993, and is outlined by task in the attached spreadsheet.