AGREEMENT FOR PROFESSIONAL SERVICES

US 101/MAIN STREET INTERCHANGE PROJECT STUDY REPORT

This Agreement is made on August 15, 2023, by and between Dewberry Engineers Inc., a California Corporation ("Consultant"), and the City of Santa Maria, a California Municipal Corporation and charter city ("City"), in Santa Maria, California, based on the following recitals:

WHEREAS, City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, City has determined the Project involves the performance of construction services of a temporary nature; and

WHEREAS, City does not have available employees to perform the services for the Project; and

WHEREAS, City has requested the Consultant to provide manpower to complete the Project; and

WHEREAS, Consultant is registered or licensed in California to perform construction services for the Project.

NOW, THEREFORE, IT IS AGREED:

1. **Recitals true.** The above recitals are true.

2. **General.**

2.01. Term and Termination. The term of this contract is 13 months, beginning on the date first written above. This contract may be extended by mutual consent of the parties. This contract may be terminated for breach of its terms or conditions, or because of discovery of any act which violates local, state, or federal law. Termination is effective 14 days after deposit of notice as specified in this Agreement.

2.02. Services to be Performed. Consultant shall determine the method, details, and means of providing engineering studies and design services. More specifically, Consultant agrees to perform the specific services listed in Exhibit "A."

2.03. City's Duties. City's duties under this Agreement are to cooperate with Consultant in the performance of the contract and timely pay invoices.

2.04. Payment. Payment terms under this Agreement are listed in Exhibit "B."

2.05. Insurance. Consultant shall provide insurance as listed in Exhibit "C."

2.06. Exhibits. Exhibits "A," "B," and "C" are attached and incorporated.

3. **Consultant's Obligations.**

3.01. Minimum Amount of Service. Consultant shall devote sufficient time to perform services under this agreement efficiently and effectively. Consultant may represent, perform services for, and be employed by additional individuals or entities, in Consultant's sole discretion, as long as the performance of these extra-contractual services does not interfere with or present a conflict with City's business.

3.02. Tools and Equipment. Except as otherwise stated in this Agreement, Consultant will supply all tools and equipment necessary to perform this Agreement.

3.03. Status. Consultant (including its employees) is an independent consultant. No employer/employee relationship exists between Consultant and the City. Consultant's assigned personnel shall not be entitled to any benefits payable to employees of the City. The City is not required to make any deductions or withholdings from the compensation payable to Consultant under this agreement. Consultant (as a business entity, including its employees) is a "design professional" as defined by California Civil Code section 2782.8(c)(3).

3.04. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend (with independent counsel approved by the City) and hold harmless the City, and its directors, officers, and employees from and against all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of the Consultant (including its employees). The provisions of this paragraph survive completion of the services or the termination of this contract. The provisions of this Section are not limited by the provisions of the Section relating to insurance.

4. Miscellaneous

4.01. Notices. All communication relating to the day-to-day activities of this Agreement shall be exchanged between a designated representative of the CITY and a representative of CONSULTANT, listed below. All notices shall be addressed as follows unless a written change is filed with the City:

To City:	To Consultant:
Attn.: David Beas	Attn.: Jose Silva
Public Works/Engineering	Dewberry Engineers Inc.
110 S. Pine Street, Suite 221	11060 White Rock Road, Suite 200
Santa Maria, CA 93454	Rancho Cordova, CA 95670

If the designated Representative or address of either party changes during the term of this agreement, a written notice shall be given to the other party prior to the effective date of change. Any written notices required under this agreement shall be effective five (5) days after deposit into United States mail, postage prepaid, addressed to the designated Representative, or upon confirmation of receipt of delivery if another notification process is used.

4.02. Compliance With Laws, etc. Consultant shall comply with all laws, including but not limited to the rules and policies of the City, in performing this agreement.

4.03. Integration. This agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties.

4.04. Interpretation. This agreement shall be interpreted in accordance with the laws of the State of California.

4.05. Jurisdiction. Jurisdiction and venue of all disputes over the terms of this agreement shall be in the County of Northern Santa Barbara, State of California.

4.06. Warranty of authority. Each person signing this agreement on behalf of a party warrants that he or she has authority to do so.

4.07. No Waiver. Failure to enforce with respect to a default shall not be construed as a waiver.

4.08. Severability. The provisions of this agreement are severable. If any part of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

4.09. Submittals. In addition to any other submittals required by this agreement, Consultant shall submit copies of its current business license and current certificate of workers' compensation coverage to the City before beginning work on this project.

4.10. Prevailing Wage. Prevailing Wage. If applicable, Consultant and all Subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code. The Director's determination is on file and open to inspection at www.dir.ca.gov and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

IN WITNESS WHEREOF, this agreement is executed by the parties on the date first written above.

CONSULTANT

_____

By: **VICE PRESIDENT**
Jose Silva

CITY OF SANTA MARIA, a political subdivision of the State of California

_____

By: **JASON STILWELL**
City Manager

ATTEST:

_____

Rhonda M. White, CMC
Chief Deputy City Clerk

APPROVED AS TO FORM:

_____

City Attorney

_____

Risk Manager

EXHIBIT "A"

SERVICES TO BE PERFORMED

This scope of this project consists in the preparation of a Project Study Report-Project Development Support (PSR-PDS) in support of the redesign of the US 101/Main Street (SR 166) Interchange. The PSR-PDS will serve as the project's Project Initiation Document (PID).

Collectively, the City of Santa Maria (CITY) is working with the California Department of Transportation (Caltrans), and the Santa Barbara County of Associated Governments (SBCAG) to proactively address circulation concerns at the subject interchange.

ASSUMPTIONS / EXCLUSIONS

When developing this scope and fee, the following assumptions were made:

- Detailed information such as geometric approval drawings, design standard decision documents, structure planning studies, right of way analysis, and detailed environmental analysis will be deferred until the Project Approval & Environmental Document (PA&ED) phase.
- The PSR-PDS will be developed in accordance with Caltrans PSR-PDS Guidance and Project Development Procedures Manual – Appendix S. This includes but is not limited to the requirements for developing the PSR-PDS under the latest Caltrans standards and guidance.
- The Traffic Engineering Performance Assessment (TEPA) will build off previous performed work available.
- The total anticipated duration of the project to obtain Caltrans PSR-PDS acceptance is 18 months.

TASK 1 - PROJECT MANAGEMENT, STAKEHOLDER COORDINATION AND MEETINGS (WBS 100.05)

CONSULTANT will manage the project team through the PID phase. CONSULTANT Project Manager will plan, organize, direct and monitor project work activities and resources in accordance with contracted scope, schedule, and budget.

TASK 1.1 – Coordination/Meetings/Administration

This task will include managing the team, working with CITY, Caltrans, and SBCAG and includes preparing contract paperwork, memo's, letters, and e-mail, making phone calls and maintaining project files. This activity commences with receiving the Notice-To-Proceed, continues through submittal of the key final project deliverables, and concludes when the project's PID is signed.

CONSULTANT will take the lead in conducting meetings including preparation and distribution of the meeting agenda, arrangement of attendance of meeting participants, and preparation and distribution of meeting minutes, including the recap of actions to be taken prior to the next meeting. Meetings will generally be held centered on or near key project milestones. Meetings are assumed to be virtual (up to 12 virtual meetings). CONSULTANT also assumes up to 2 in-person meetings as part of this scope of work.

Coordination would also include one focus meeting with Caltrans Structures Office of Special Funded Projects (OSFP) to obtain Caltrans input on the structure concepts. Formal approvals for the Advanced Planning Studies (APSs), Type Selection, and design will be done in the PA&ED phase after the PSR-PDS is complete.

CONSULTANT will also establish a password protected FTP site throughout the duration of the project. Current project information and design data will be uploaded to the FTP site to allow the Team instant access to up-to-date project information.

CONSULTANT will also assist the CITY by reviewing and providing information needed to complete the Caltrans/CITY Cooperative Agreement.

CONSULTANT will work with the CITY and Caltrans to develop a mini project charter.

Task 1.2 Quality Management Plan & Compliance

The CONSULTANT Project Manager will develop and monitor compliance with a Quality Management Plan (QMP) that meets the standards of professional practice and satisfies requirements of the project scope and schedule. The CONSULTANT Project Manager will work with the team to use the Quality Control/Quality Assurance (QC/QA) elements as described in this document during the production and review of the PSR-PDS. QC/QA will be performed before deliverables are submitted to CITY and Caltrans for review.

Deliverables:

- Project updates to CITY Project Manager via email
- Meeting agenda sent in advance of meeting
- Meeting minutes sent within one week of meeting
- Quality Management Plan (QMP)
- Mini Project Charter

TASK 2 – BASE MAP (WBS 150.05)

The CITY will assist the team by providing available as-built plans, and other data, and by identifying locations or agencies of "known" information. Topographic field surveys or boundary survey work will not be conducted for this project.

TASK 2.1 – Base Mapping / Data Research and Collection

CONSULTANT will gather information from the CITY, Caltrans, County, other agencies, and local developers to prepare a comprehensive base map for the project. It is anticipated that CONULTANT will collect the following:

- Aerial photograph from various sources
- GIS information
- Preliminary development maps showing proposed roadways and access
- US 101 and Interchange As-Builts
- Right of way record maps and as-builts from CITY and Caltrans
- Transportation Plan concepts from CITY General Plans
- Available utility information

TASK 3 - GEOMETRY DEVELOPMENT AND REFINEMENT (WBS 150.10)

The geometrics for the interchange will be prepared as line drawings and will show basic information (i.e., typical cross sections, structure widening limits, retaining walls, weave lengths, etc.) needed for the CITY and Caltrans to review and understand what is being proposed. The exhibits will clearly show what is proposed; however, they do not need to be to Geometric Approval Drawing level. The exhibits can be scaled-down to fit in to the PSR-PDS document.

TASK 3.1 – Initial Geometry Development

This scope assumes that available aerial photography will be used as the base map for the exhibits.

During the development of the geometrics, the following will be considered: environmental compliance, structures, materials, landscaping, permits, local and regional input, right of way, compliance with design standards, traffic operations, and alternative transportation modes already in place.

Potential delegated (advisory) and non-delegated (mandatory) design exceptions will be identified. CONSULTANT will attend design focus meetings with Caltrans staff to discuss and evaluate the geometrics and potential design exceptions. From these meetings, we will also assess the risk level of design exceptions being accepted/rejected and include in the risk register.

The geometric exhibits will be prepared at a scale of 1"=50' and will be prepared to adequately support the PEAR. Again, the exhibits will clearly show what is proposed; however, they do not need to be to Geometric Approval Drawing level.

TASK 3.2 – Structures Concept Development

With a PSR-PDS, Caltrans would typically complete a Structure PSR-PDS Cost Estimate to develop a rough order of magnitude estimate of the construction cost and associated project risks for the proposed structure improvements.
The efforts that would be required for completion of the Structure PSR-PDS Cost Estimates includes attendance at project meetings, coordination within the team and with Caltrans, site visits, conceptual layouts, and development of the preliminary cost estimates as follows.

Task 3.2.1 Background Research & Review

CONSULTANT will obtain the Caltrans Bridge Inspection Records Information System (BIRIS) files for each of the interchange bridges and review the as-built data, maintenance history and current maintenance recommendations.

Task 3.2.2 Field/Site Review

CONSULTANT will complete a site visit to verify as-built data and maintenance needs outlined in the Caltrans Bridge Inspection Reports, and identify existing conditions that could impact the structure concepts such as utilities that could be impacted by the proposed improvements.

Task 3.2.3 PSR-PDS Concepts and Cost Estimates

Both the US 101 bridge and nearby culvert for the Bradley Channel are anticipated to be impacted by the project. CONSULTANT will develop structure concepts and PSR-PDS cost estimates for these structures. The structure concepts will include typical sections, approximate layout limits, and other graphics needed to support the roadway alternatives. Standalone structure sheets such as APSs are not anticipated and are assumed to be part of the next PA&ED phase. PSR-PDS level cost estimates will also be developed for the structure concepts investigated. These cost estimates will follow Caltrans Memo to Designers 1-8. Structure concept support graphics and PSR-PDS structures costs will be developed for up to 3 bridge concepts and 3 culvert concepts.

Deliverables:

- PSR-PDS Concept Graphics
- PSR-PDS Cost Estimates

TASK 4 - TRAFFIC ENGINEERING PERFORMANCE ASSESSMENT (TEPA) (WBS 150.15)

TASK 4.1 – Data Collection

CONSULTANT will use the multimodal volume data in the US 101 / SR 166 (Main Street) the Intersection Control Evaluation Report (including ramp terminal intersections, local intersections, and 120 mainline) and determine the gaps in the data that would need to be filled by new data collection. Given that the Existing Year traffic data was from 2015,

it is likely that very limited additional / new volume data collection would be required to provide a traffic volume data basis for study intersections; as such, this task includes counts at the two ramp terminal intersections for the 2-hour weekday AM and 2-hour weekday PM periods. Mainline volumes will be developed using count information from the PeMS database for US 101. The Caltrans Traffic Accident Surveillance and Analysis System collision database (last three complete years of data not affected by the COVID-19 pandemic) will also be reviewed and summarized.

TASK 4.2 – Travel Demand Modeling

The refined SBCAG Regional Travel Demand Forecasting Model for the City of Santa Maria will be used to develop the future year traffic forecasts. The main elements of the traffic forecasting process for the PID stage will include:

- Study area model review to year 2022 conditions. This review will consist of a review of the regional freeway and local roadway network, traffic analysis zone centroid connectors, and land use information for the study area. If major differences exist, adjustments will be made to the model to improve model performance. Differences in model volumes versus previous counts will be documented for consideration in the future year volume forecasting process.

- Design year land use and roadway network verification/checks with adopted plans. The SBCAG Regional Transportation Plan (2022) will be the primary source for determining regional improvements to assume in the future. The City of Santa Maria Proposed General Plan land use and transportation network, as well as the City of Santa Maria Capital Improvement Plan (CIP) will be used to identify planned and funded local street improvement projects that may affect either the traffic forecasts or operations analysis.

- Design year AM and PM peak hour traffic forecasts for the study corridors and intersections will be developed by calculating the traffic growth projected in the study area between the base year and the future year model, and applying that growth to the existing volumes to develop construction year (2028-2030) and design year (2048-2050) forecasts (i.e. delta method).

Forecast volumes will be delivered in a tabular format as an initial step for review and discussion. Final forecast volumes for inclusion in the TEPA will be provided in a graphical format.

TASK 4.3 – Alternative Development, Analysis and Refinement

CONSULTANT will collaborate with the project team to develop and refine up to three (3) build alternatives (diverging diamond, roundabout, or single point urban interchange). It is anticipated that build alternatives will include common elements such

as improved on- and off-ramps, new roadway connections, and upgraded intersection control devices. The build alternatives will be analyzed and refined based on maximizing the benefits associated with the following complementary principles:

- Multimodal Connectivity and Safety
- Improving the Quality of Life for Residents, Employees and Visitors
- Congestion Relief & Vehicle Demand Redistribution to Promote Livable Streets
- Ability to Compete for Federal and State Funding
- Constructability and Approvability

CONSULTANT will evaluate intersection and ramp operations under the no build and build alternatives using a combination of the Synchro/SimTraffic software package and Sidra software package. Study intersection will include the interchange ramp terminal intersections and one local intersection on either side of the study interchange. The traffic operations analysis will be used to inform geometric decisions and to demonstrate the benefits of key elements of each build alternative. Mainline US 101 analysis will be performed using the HCS 7 software package. Study segments will include basic, on-ramp merge, off-ramp diverge, and weave segments on northbound US 101 and southbound US 101 under Existing Conditions, and under Design Year conditions. The suitability of the build alternatives to pass through the Caltrans Headquarters Induced VMT process will be qualitatively evaluated at this stage. Depending on the most up-to-date Caltrans Induced VMT guidelines and requirements at the time, a quantitative VMT analysis may be completed in the PA&ED phase.

Using the existing count data and field observations of study facility operations, CONSULTANT will build Existing Conditions traffic operations models for weekday AM and PM peak hours and calibrate/validate the models to typical District 5 standards. Design Year (2048-2050) models will be built off of the validated Existing Conditions models and serve as the testing models for the alternative analysis and refinement of alternatives. Measures of Effectiveness (MOEs) will include the following:

Study Intersection MOEs	**SimTraffic Network MOEs**
Intersection delay Level of service (LOS) 95th percentile queue lengths	Vehicle Hours of Delay (VHD) Total Stops Vehicle Miles of Travel (VMT) Vehicle Hours Traveled (VHT) Average Speed (mph) Total Fuel Consumption (gallons) Total Vehicle Emissions (pounds) Denied Entry After

As part of this task, the refined Phase 1 and Phase 2 Intersection Control Evaluation (ICE) analysis will be performed as part of the tight-diamond with roundabout alternative to confirm intersection control devices for project intersections in the Caltrans right of way or under Caltrans control. The results of the ICE process will be documented in the Traffic Engineering Performance Assessment (TEPA).

TASK 4.4 – Traffic Engineering Performance Assessment

The results of the traffic analysis will be documented in the Draft TEPA and will be submitted to Caltrans for review. CONSULTANT will respond to one round of written comments and prepare the Final TEPA. Based on PSR/PDS guidelines, the TEPA will also include a preliminary scope of work for the traffic engineering studies to be completed in the PA&ED phase. The preliminary scope of work will be developed in consultation with CITY and Caltrans. This deliverable will also include completion of the new VMT Decision Document required by Caltrans Headquarters and District 5.

Deliverables:

- Draft TEPA (PDF)
- Final TEPA (PDF)

TASK 5 – Preliminary Environmental Analysis Report (PEAR) (WBS 150.20)

CONSULTANT will prepare a Mini-Preliminary Environmental Analysis Report (Mini-PEAR) in accordance with the Caltrans Standard Environmental Reference template/guidance dated June 2020. The Mini-PEAR will identify environmental issues that could affect a project scope, schedule, or cost (i.e., environmental document and supporting technical studies, seasonal survey constraints, special jurisdictions, mitigation measures and costs, permitting requirements).

CONSULTANT will review existing studies, mapping resources, and other available data to gather the information to complete the Mini-PEAR. CONSULTANT will also conduct a reconnaissance-level windshield survey of the proposed project area. Additionally, CONSULTANT will complete the following tasks for specific resources.

- Cultural Resources: CONSULTANT will order a background records search and literature review at the regional Information Center of the California Historical Resources Information System (CHRIS) for the proposed project area and a 1-mile radius.
- Biological Resources: CONSULTANT will obtain species lists from the California Department of Fish and Wildlife, U.S. Fish and Wildlife Service, and the California Native Plant Society for the proposed project area and vicinity.
- Paleontological Resources: CONSULTANT will prepare a paleontological literature review and locality search through an appropriate institution that maintains records of paleontological resources.
- Hazardous Materials: CONSULTANT will conduct a Phase 1 ISA in accordance with Caltrans' procedures. The ISA will contain a description of the work performed, record search of government files and databases, windshield survey deviations from normal ISA procedures, a summary of findings, the opinions of the preparer regarding the property or site, data gaps, additional investigation and services recommended, conclusions, and recommendations.

The information gathered from the tasks listed above will be incorporated into the Mini-PEAR with sufficient mapping to illustrate potential environmental issues associated with the project. The draft Mini-PEAR will be submitted to the PDT for review. Once comments have been received and changes have been incorporated, CONSULTANT will prepare a final Mini-PEAR.

TASK 6 - STORM WATER DATA REPORT (PID PHASE) (WBS 150.25)

CONSULTANT will prepare the streamlined PSR/PDS-level Storm Water Data Report (SWDR). The SWDR prepared during the PSR/PDS phase provides the initial documentation of potential water quality impacts to receiving water bodies and anticipated best management practices (BMP) to minimize or mitigate these potential water quality impacts.

The PSR/PDS SWDR identifies the project receiving water bodies and describes the existing water quality limitations. In addition, the PSR/PDS SWDR describes the general geotechnical conditions of the project area for identification of BMPs that may be required for the project.

The report will provide an understanding of potential impacts that result from the disturbed soil area created by the project, in addition to potential downstream impacts and water quality impacts related to the increase in impervious area created by the project.

The feasibility of appropriate treatment BMPs will be documented in the PSR/PDS SWDR. The PSR/PDS SWDR initiates the process of identifying the minimum temporary and permanent BMPs required for the project to allow for proper allocation of funds during the development of the preliminary project cost estimate.

Deliverables:

- Draft and Final PSR/PDS Stormwater Data Report (PDF)

TASK 7 – PRELIMINARY DRAINAGE, FLOODPLAIN AND WATER QUALITY STUDY (WBS 150.15)

CONSULTANT will review the available data for the drainage, floodplain, and water quality, and:

- Identify potentially impacted floodplain areas;
- Identify waterways with noted water quality impairments;
- Document appropriate stormwater and hydraulic design criteria;
- Identify major drainages and develop preliminary hydrologic and hydraulic calculations for these drainages (if any);
- Identify and assess preliminary drainage needs for the proposed alternatives studied in the PSR/PDS; and
- Determine and list the next steps for project development about water resources.

Preliminary calculations (if needed) will be developed to identify feasibility of crossing alternatives. CONSULTANT will prepare a Draft and Final Preliminary Drainage, Floodplain, and Water Quality Study Report to be included in the PSR/PDS document.

The Preliminary Drainage, Floodplain, and Water Quality Study Report will include:

- General location and description of the project, including a statement of design assumptions.
- Documentation of regulatory floodplain and floodways that may impact the development of the project.
- A list of 303(d) listed waterways potentially impacted by the project.
- Documentation of National Pollutant Discharge Elimination System (NPDES) stormwater quality criteria.
- Documentation of on- and off-site drainage design criteria.
- Key existing drainages (swales, culverts, streams, creeks, and canals) that cross or impact the design of the project.
- Preliminary hydrologic and hydraulic analyses of key existing drainage features at crossings of the project.
- A list of special concerns or issues that may come up regarding the various drainages.

Deliverables:

- Draft and Final Preliminary Drainage, Floodplain, and Water Quality Study Report (PDF)

TASK 8– UTILITY RESEARCH AND VERIFICATION (WBS 150.05)

CONSULTANT will conduct research of available utility information to initially verify utilities within the project area for the PIDE Phase which will document the major affected facilities. Information will be summarized in the PSR-PDS.

TASK 9 – RIGHT OF WAY REQUIREMENTS AND RIGHT OF WAY DATA SHEETS (WBS 150.15)

CONSULTANT will provide right of way and cost estimating support services for the PSR-PDS as described below.

CONSULTANT will analyze the parcels outlined as being impacted by the proposed improvements at the interchange. Based on the preliminary right of way mapping, APN’s and permanent and temporary impact area square footages obtained, CONSULTANT will prepare an order of magnitude cost using comparable recent sale square foot cost data. Parcel acquisitions that may cause project delays will be identified. CONSULTANT will evaluate potential solutions to eliminate or minimize these impacts. An assessment of impacts, including costs, will be documented in a right of way data sheet. Scope of work assumes one right of way data sheet.

Deliverables:

- Right of way Data Sheets - PDF

TASK 10 - OTHER SUPPORTING DOCUMENTATION (WBS 100.05)

The CONSULTANT team will prepare supporting documentation required for the PSR-PDS based upon the requirements of the Caltrans Project Development Procedures Manual (PDPM). This includes the following:

Task 10.1 Risk Register - Memo documentation of the potential risks associated with the project.

Task 10.2 Division of Engineering PSR/PDS Scoping Checklist.

Task 10.3 Transportation Planning Scoping Information Sheet.

Task 10.4 Traffic Management Plan

Task 10.5 Design Scoping Index- Discussion of anticipated alignments and alternatives and identification anticipated design exceptions.

Task 10.6 PSR/PDS Surveys Needs Questionnaire.

Task 10.7 Order of Magnitude Capital Cost Estimate Sheets.

Task 10.8 Milestone Schedule

TASK 11 - DRAFT AND FINAL PSR-PDS (WBS 100.25)

The CONSULTANT team will prepare a Draft PSR/PDS for circulation to the CITY, Caltrans, and other PDT members. The document will be based on the revised Caltrans guidance on the PSR/PDS process. Following Caltrans and external reviews of the Draft PSR/PDS, CONSULTANT will coordinate with the PDT to address significant issues affecting the project's cost, scope or schedule and revise the PID.

Deliverables

- Draft PSR/PDS - 15 Copies, Black and White, 30 pages assumed
- Final PSR/PDS - 15 Copies, Black and White, 30 pages assumed

OPTIONAL TASKS

The following tasks are optional (Task 12 and 13) and are not part of the PSR-PDS scope of work. If requested by the CITY, the level of effort and fee will be determined during a scoping meeting with the CITY to better define the scope:

TASK 12 – FUNDING AND PHASING STRATEGY (Optional) (WBS 150.10)

Phasing options will be developed and summarized to reduce the project costs. CONSULTANT funding strategy will be centered around the following:

- Accelerate the schedule to get the project shovel ready to facilitate obtaining construction funding.

- Cost Reduction/Value Engineering: Value Engineering will continue to be performed to keep the project within the available funding. This will position the project to secure additional revenue or financing.

- Position the project for Federal Funding Opportunities by Identifying and Securing Non-Federal Revenue: The current Administration has put an emphasis on funding projects that are already 70-80% locally funded and only need federal funding to close the funding gap. It will be critical to identify and secure as much local and state funds as possible to position the project for a future federal BUILD or INFRA grant.

In addition, the likely and potential funding grants will be summarized.

Deliverables

- Potential Funding Summary - PDF

TASK 13 – PUBLIC OUTREACH (Optional) (WBS 150.10)

CONSULTANT will assist in public outreach activities including:

- Stakeholder database
- Preparation of newsletter/fact sheet
- Provide website support
- Preparation of exhibits and renderings
- One-on-one meetings and community presentations
- Open house public meetings

EXHIBIT "B"

PAYMENT

I. Progress Authorization

Written authorization to proceed from the City authorizes the Consultant to generate the not-to- exceed cost of **FIVE HUNDRED FIFTY THOUSAND FORTY FIVE WITH SIXTY-TWO CENTS ($550,045.26)** in fees for all work.

Task 1: Project Management, Stakeholder Coordination and Meetings	$66,183.88
Task 2: Base Map	$19,676.39
Task 3: Geometry Development and Refinement	$168,789.01
Task 4: Traffic Engineering Performance Assessment	$39,085.00
Task 5: Preliminary Environmental Analysis Report	$24,520.82
Task 6: Storm Water Data Report (PID Phase)	$23,706.28
Task 7: Preliminary Drainage, Floodplain and Water Quality Study	$34,532.88
Task 8: Utility Research and Verification	$6,006.48
Task 9: Right of Way Reqiurements and Right of Way Data Sheets	$31,391.41
Task 10: Other Supporting Documentation	$26,944.90
Task 11: Draft and Final PSR-PDS	$99,648.19
Other Direct Cost	$9,560.00

Total Not-To-Exceed Cost: $550,045.26

II. Invoice procedure.

A. Payment shall be at the conclusion of the Project based on the billable charges.

B. The Consultant shall present the bill for charges by the second day of the month.

C. The Consultant's bill shall be substantiated by appropriate documentation, and include an itemized listing of personnel, subcontractors, and other direct costs incurred.

III. Maximum billable amounts

Under no circumstance shall the total of all payments to the Consultant exceed ninety percent (90%) of the maximum not-to-exceed cost, prior to acceptance by the City of all items to be completed as noted within Exhibit "A".

US 101 / Main St (SR 166)
City of Santa Maria

6/9/2023

		Dewberry		Fehr & Peers		Hamnew Jewell		HDR - WRECO		TOTAL	
		HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST
1.0	**Project Management, Stakeholder Coordination and Meetings (WBS 100.05)**										
1.1	Coordination/Meetings/Administration	161	$42,528.58							**161**	**$42,529**
1.2	Quality Managemet Plan & Compliance	81	$23,655.30							**81**	**$23,655**
	Total Task 1	**242**	**$66,183.88**							**242**	**$66,184**
2.0	**Base Map (WBS 150.05)**										
2.1	Base Mapping/Data Reasearch and Collection	110	$19,676.39							**110**	**$19,676**
	Total Task 2	**110**	**$19,676.39**							**110**	**$19,676**
3.0	**Geometry Development and Refinement (WBS 150.10)**										
3.1	Initial Geometry Development	592	$111,264.82							**592**	**$111,265**
3.2	Structures Concept Development										
3.2.1	Background Research & Review	6	$1,241.94							**6**	**$1,242**
3.2.2	Field/Site Review	33	$7,347.58							**33**	**$7,348**
3.2.3	PSR-PDS Concepts and Cost Estimates	260	$48,934.67							**260**	**$48,935**
	Total Task 3	**891**	**$168,789.01**							**891**	**$168,789**
4.0	**Traffic Engineering Performance Assessment (TEPA) (WBS 150.15)**										
4.1	Data Collection			10	$1,980.00					**10**	**$1,980**
4.2	Travel Demand Modeling			40	$7,100.00					**40**	**$7,100**
4.3	Alternatives Development, Analysis and Refinement			116	$22,575.00					**116**	**$22,575**
4.4	Traffic Engineering Performance Assessment (TEPA)			37	$7,430.00					**37**	**$7,430**
	Total Task 4			**203**	**$39,085.00**					**203**	**$39,085**
5.0	**Preliminary Environmental Analysis Report (PEAR) (WBS 150.20)**										
5.1	Preliminary Environmental Analysis Report (PEAR)										
5.1.1	Research/Record Searches	22	$3,955.99							**22**	**$3,956**
5.1.2	Recon Site Visit	14	$1,941.75							**14**	**$1,942**
5.1.3	Phase I ISA	73	$10,998.07							**73**	**$10,998**
5.1.4	Draft/Final Document Prep	46	$7,625.02							**46**	**$7,625**
	Total Task 5	**155**	**$24,520.82**							**155**	**$24,521**
6.0	**Storm Water Data Report (PID Phase) (WBS 150.25)**										
6.1	Storm Water Data Report (PID Phase)	51	$10,271.28					89	$13,435.0	**140**	**$23,706**
	Total Task 6	**51**	**$10,271.28**					**89**	**$13,435.00**	**140**	**$23,706**
7.0	**Preliminary Drainage, Floodplain and Water Quality Study (WBS 150.15)**										
7.1	Preliminary Drainage, Floodplain and Water Quality Study	53	$10,762.88					154	$23,770.00	**207**	**$34,533**
	Total Task 7	**53**	**$10,762.88**					**154**	**$23,770.00**	**207**	**$34,533**
8.0	**Utility Research and Verification (WBS 150.05)**										
8.1	Utility Research and Verification	35	$6,006.48							**35**	**$6,006**
	Total Task 8	**35**	**$6,006.48**							**35**	**$6,006**
9.0	**Right of Way Reqiurements and Right of Way Data Sheets (WBS 150.15)**										
9.1	Right of Way Reqiurements and Right of Way Data Sheets	53	$9,591.41			120	$21,800.00			**173**	**$31,391**
	Total Task 9	**53**	**$9,591.41**			**120**	**$21,800.00**			**173**	**$31,391**
10.0	**Other Supporting Documentation (WBS 100.05)**										
10.1	Risk Register	6	$1,655.92							**6**	**$1,656**
10.2	Division of Engineering PSR/PDS Scoping Checklist	14	$3,313.92							**14**	**$3,314**
10.3	Transportation Planning Scoping Information Sheet	14	$3,313.92							**14**	**$3,314**
10.4	Traffic Management Plan	14	$3,313.92							**14**	**$3,314**
10.5	Design Scoping Index	6	$1,615.54							**6**	**$1,616**
10.6	PSR/PDS Surveys Needs Questionnaire	10	$2,262.79							**10**	**$2,263**
10.7	Order of Magnitude Capital Cost Estimate Sheets	50	$8,854.01							**50**	**$8,854**
10.8	Milestone Schedule	10	$2,614.89							**10**	**$2,615**
	Total Task 10	**124**	**$26,944.90**							**124**	**$26,945**
11.0	**Draft and Final PSR-PDS (WBS 100.25)**										
11.1	Draft and Final PSR-PDS	530	$99,648.19							**530**	**$99,648**
	Total Task 11	**530**	**$99,648.19**							**530**	**$99,648**
	TOTAL DIRECT LABOR HOURS	**2,244**	**$442,395.24**	**203**	**$39,085.00**	**120**	**$21,800.00**	**243**	**$37,205.00**	**2,810**	**$540,485.26**
	TOTAL OTHER DIRECT COST	**$7,500.00**		**$910.00**		**$200.00**		**$950.00**		**$9,560.00**	
	TOTAL PROJECT COST	**$449,895.24**		**$39,995.00**		**$22,000.00**		**$38,155.00**		**$550,045.24**	

EXHIBIT “B”

Dewberry

Dewberry

Prime

Task #	Task Name	PIC, Dennis Haglan	PM, F. Jose Silva	Project Engineer, Miguel Ramirez	ENGINEER V, To Be Determined	ENGINEER I, To Be Determined	Bridge Lead, Matthew Burgard	ENGINEER V, To Be Determined	ENGINEER II, To Be Determined	DESIGNER IV, To Be Determined	Bridge QA/QC, Kevin Ross	Roadway QA/QC, Nathan Donnelly	Environmental Le Jeff Bray	PROFESSIONAL VIII, To Be Determined	PROFESSIONAL VI, To Be Determined	PROFESSIONAL I, To Be Determined	TASK HOURS	ESCALATION	TASK COSTS
Loaded Rate:		$360	$306	$232	$202	$123	$232	$202	$143	$182	$306	$261	$286	$261	$212	$108			
1.0	**Project Management, Stakeholder Coordination and Meetings (WBS 100.05)**																		
1.1	Coordination/Meetings/Administration	1	60	40			20	20	20								161	$3,013.06	$42,528.58
1.2	Quality Managemet Plan & Compliance	1	24	24							8	24					81	$1,675.93	$23,655.30
	Total Task 1	**2**	**84**	**64**			**20**	**20**	**20**		**8**	**24**					**242**	**$4,688.99**	**$66,183.88**
2.0	**Base Map (WBS 150.05)**																		
2.1	Base Mapping/Data Reasearch and Collection		2	8	20	40				40							110	$936.97	$19,676.39
	Total Task 2		**2**	**8**	**20**	**40**				**40**							**110**	**$936.97**	**$19,676.39**
3.0	**Geometry Development and Refinement (WBS 150.10)**																		
3.1	Initial Geometry Development		8	60	140	180				180		24					592	$5,298.32	$111,264.82
3.2	Structures Concept Development																		
3.2.1	Background Research & Review						2	2	2								6	$87.99	$1,241.94
3.2.2	Field/Site Review		4	5			8	8	8								33	$349.88	$7,347.58
3.2.3	PSR-PDS Concepts and Cost Estimates						40	80	140								260	$3,466.92	$48,934.67
	Total Task 3		**12**	**65**	**140**	**180**	**50**	**90**	**150**	**180**		**24**					**891**	**$9,203.11**	**$168,789.01**
4.0	**Traffic Engineering Performance Assessment (TEPA) (WBS 150.15)**																		
4.1	Data Collection																		
4.2	Travel Demand Modeling																		
4.3	Alternatives Development, Analysis and Refinement																		
4.4	Traffic Engineering Performance Assessment (TEPA)																		
	Total Task 4																		
5.0	**Preliminary Environmental Analysis Report (PEAR) (WBS 150.20)**																		
5.1	Preliminary Environmental Analysis Report (PEAR)																		
5.1.1	Research/Record Searches												2	4	4	12	22	$188.38	$3,955.99
5.1.2	Recon Site Visit												1	1		12	14	$92.46	$1,941.75
5.1.3	Phase I ISA												1	2	20	50	73	$523.72	$10,998.07
5.1.4	Draft/Final Document Prep												2	8	6	30	46	$435.00	$7,625.02
	Total Task 5												**6**	**15**	**30**	**104**	**155**	**$1,239.56**	**$24,520.82**
6.0	**Storm Water Data Report (PID Phase) (WBS 150.25)**																		
6.1	Storm Water Data Report (PID Phase)		1	2	8					40							51	$585.96	$10,271.28
	Total Task 6		**1**	**2**	**8**					**40**							**51**	**$585.96**	**$10,271.28**
7.0	**Preliminary Drainage, Floodplain and Water Quality Study (WBS 150.15)**																		
7.1	Preliminary Drainage, Floodplain and Water Quality Study		1	4	8					40							53	$614.01	$10,762.88
	Total Task 7		**1**	**4**	**8**					**40**							**53**	**$614.01**	**$10,762.88**
8.0	**Utility Research and Verification (WBS 150.05)**																		
8.1	Utility Research and Verification		1	4	10	20											35	$286.02	$6,006.48
	Total Task 8		**1**	**4**	**10**	**20**											**35**	**$286.02**	**$6,006.48**
9.0	**Right of Way Reqiurements and Right of Way Data Sheets (WBS 150.15)**																		
9.1	Right of Way Reqiurements and Right of Way Data Sheets		1	4	24	24											53	$547.18	$9,591.41
	Total Task 9		**1**	**4**	**24**	**24**											**53**	**$547.18**	**$9,591.41**
10.0	**Other Supporting Documentation (WBS 100.05)**																		
10.1	Risk Register		2	4													6	$117.32	$1,655.92
10.2	Division of Engineering PSR/PDS Scoping Checklist		2	4	8												14	$157.81	$3,313.92
10.3	Transportation Planning Scoping Information Sheet		2	4	8												14	$157.81	$3,313.92
10.4	Traffic Management Plan		2	4	8												14	$157.81	$3,313.92
10.5	Design Scoping Index		2	4													6	$76.93	$1,615.54
10.6	PSR/PDS Surveys Needs Questionnaire		1	1	8												10	$107.75	$2,262.79
10.7	Order of Magnitude Capital Cost Estimate Sheets		1	1	24	24											50	$505.11	$8,854.01
10.8	Milestone Schedule		2	8													10	$149.18	$2,614.89
	Total Task 10		**14**	**30**	**56**	**24**											**124**	**$1,429.70**	**$26,944.90**
11.0	**Draft and Final PSR-PDS (WBS 100.25)**																		
11.1	Draft and Final PSR-PDS		8	24	120	140	30	24	24	160							530	$5,684.79	$99,648.19
	Total Task 11		**8**	**24**	**120**	**140**	**30**	**24**	**24**	**160**							**530**	**$5,684.79**	**$99,648.19**
	TOTAL DIRECT LABOR HOURS	**2**	**124**	**205**	**386**	**428**	**100**	**134**	**194**	**460**	**8**	**48**	**6**	**15**	**30**	**104**	**2244**	**$25,216.29**	**$442,395.26**
																OTHER DIRECT COSTS (see attached sheet)		**$7,500.00**	
																TOTAL PROJECT COST		**$449,895.26**	

EXHIBIT “B”

US 101 / Main St (SR 166)

City of Santa Maria

Fehr & Peers

Traffic

Task #	Task Name	Principal Transportation Engineer, $330.00	Project Transportation Engineer, $230.00	Project Transportation Engineer, $165.00	GIS and Document Specialist, $135.00	TASK HOURS	TASK COSTS
4.0	**Traffic Engineering Performance Assessment (TEPA) (WBS 150.15)**						
4.1	Data Collection	1	3	5	1	10	$1,980.00
4.2	Travel Demand Modeling	2	4	31	3	40	$7,100.00
4.3	Alternatives Development, Analysis and Refinement	5	42	65	4	116	$22,575.00
4.4	Traffic Engineering Performance Assessment (TEPA)	2	19	8	8	37	$7,430.00
	Total Task 4	**10**	**68**	**109**	**16**	**203**	**$39,085.00**
	TOTAL DIRECT LABOR HOURS	**10**	**68**	**109**	**16**	**203**	**$39,085.00**
	OTHER DIRECT COSTS (see attached sheet)						**$910.00**
	ANTICIPATED SALARY INCREASE (see attached sheet)						
	TOTAL PROJECT COST						**$39,995.00**

EXHIBIT "B"

US 101 / Main St (SR 166)

City of Santa Maria

Hamnew Jewell

Right-of-Way

Task #	Task Name	, Lillian Jewell	Senior Associate, TBD	Associate II, TBD	Associate I, TBD	Transaction Coordinator, TBD	Appraiser, TBD	Clerical Support, T	TASK HOURS	TASK COSTS
.		$262.00		$120.00			$150.00			
9.0	**Right of Way Reqiurements and Right of Way Data Sheets (WBS 150.15)**									
9.1	Right of Way Reqiurements and Right of Way Data Sheets	50		60			10		120	$21,800.00
	Total Task 9	**50**		**60**			**10**		**120**	**$21,800.00**
	TOTAL DIRECT LABOR HOURS	**50**		**60**			**10**		**120**	**$21,800.00**
									OTHER DIRECT COSTS (see attached sheet)	**$200.00**
									TOTAL PROJECT COST	**$22,000.00**

US 101 / Main St (SR 166)

City of Santa Maria

HDR - WRECO

Hydraulics/Stormwater

Task #	Task Name	Supervising Eng	Senior Civil Engineer I,	Senior Civil Engineer II,	Senior Civil Designer (A),	Senior Civil Designer (B),	Civil Coordinator,	Staff Civil EIT I,	Technical Editor,	Project Accountant,	Project Coordinator,	TASK HOURS	TASK COSTS
		$275.00	$180.00	$260.00	$180.00	$180.00	$115.00	$125.00	$110.00	$105.00	$105.00		
6.0	**Storm Water Data Report (PID Phase) (WBS 150.25)**												
6.1	Storm Water Data Report (PID Phase)	1		4	8	24	8	40	4			89	$13,435.00
	Total Task 6	**1**		**4**	**8**	**24**	**8**	**40**	**4**			**89**	**$13,435.00**
7.0	**Preliminary Drainage, Floodplain and Water Quality Study (WBS 150.15)**												
7.1	Preliminary Drainage, Floodplain and Water Quality Study	16	8	4	12	20	36	44	4	6	4	154	$23,770.00
	Total Task 7	**16**	**8**	**4**	**12**	**20**	**36**	**44**	**4**	**6**	**4**	**154**	**$23,770.00**
	TOTAL DIRECT LABOR HOURS	**17**	**8**	**8**	**20**	**44**	**44**	**84**	**8**	**6**	**4**	**243**	**$37,205.00**
												OTHER DIRECT COSTS (see attached sheet)	**$950.00**
												TOTAL PROJECT COST	**$38,155.00**

EXHIBIT “B”

Dewberry

SCHEDULE OF FEES (7/1/22 - 6/30/23)

NAME OR CLASSIFICATION	2022 BILLING RATE	CLASSIFICATION BILLING RATE RANGE
PRINCIPAL	$360	$ 325 - $ 395
ENGINEER IX	$306	$ 284 - $ 328
ENGINEER VIII	$276	$ 257 - $ 296
ENGINEER VII	$261	$ 248 - $ 276
ENGINEER VI	$232	$ 215 - $ 249
ENGINEER V	$202	$ 188 - $ 217
ENGINEER IV	$178	$ 165 - $ 191
ENGINEER III	$163	$ 153 - $ 173
ENGINEER II	$143	$ 125 - $ 161
ENGINEER I	$123	$ 112 - $ 135
TECHNICAL VI	$178	$ 150 - $ 205
TECHNICAL V	$158	$ 146 - $ 170
TECHNICAL IV	$143	$ 131 - $ 156
TECHNICAL III	$128	$ 119 - $ 138
TECHNICAL II	$108	$ 100 - $ 118
TECHNICAL I	$94	$ 82 - $ 106
CADD TECHNICIAN V	$178	$ 150 - $ 205
CADD TECHNICIAN IV	$148	$ 138 - $ 158
CADD TECHNICIAN III	$128	$ 119 - $ 138
CADD TECHNICIAN II	$108	$ 97 - $ 120
CADD TECHNICIAN I	$89	$ 78 - $ 100
DESIGNER VI	$227	$ 214 - $ 240
DESIGNER V	$207	$ 198 - $ 217
DESIGNER IV	$182	$ 163 - $ 202
DESIGNER III	$163	$ 153 - $ 173
DESIGNER II	$143	$ 131 $ 156
DESIGNER I	$118	$ 105 - $ 132
PROFESSIONAL VII	$232	$ 215 - $ 249
PROFESSIONAL VI	$212	$ 205 - $ 220
PROFESSIONAL V	$197	$ 187 - $ 208
PROFESSIONAL IV	$178	$ 168 - $ 188
PROFESSIONAL III	$153	$ 136 - $ 170
PROFESSIONAL II	$128	$ 119 - $ 138
PROFESSIONAL I	$108	$ 97 - $ 120
CONSTRUCTION PROFESSIONAL VII	$325	$ 305 - $ 345
CONSTRUCTION PROFESSIONAL VI	$285	$ 266 - $ 305
CONSTRUCTION PROFESSIONAL V	$251	$ 231 - $ 271
CONSTRUCTION PROFESSIONAL IV	$216	$ 200 - $ 234
CONSTRUCTION PROFESSIONAL III	$197	$ 184 - $ 210
CONSTRUCTION PROFESSIONAL II	$162	$ 139 - $ 186
CONSTRUCTION PROFESSIONAL I	$138	$ 127 - $ 149
INSPECTOR VII **	$236	$ 223 - $ 250
INSPECTOR VI **	$207	$ 188 - $ 226
INSPECTOR V **	$177	$ 166 - $ 189
INSPECTOR IV **	$162	$ 152 - $ 173
INSPECTOR III **	$143	$ 132 - $ 154
INSPECTOR II **	$118	$ 104 - $ 133
INSPECTOR I **	$93	$ 81 - $ 107
ADMIN PROFESSIONAL V	$173	$ 161 - $ 185
ADMIN PROFESSIONAL IV	$158	$ 146 - $ 170
ADMIN PROFESSIONAL III	$123	$ 106 - $ 141
ADMIN ASSISTANT II	$99	$ 86 - $ 112
ADMIN ASSISTANT I	$84	$ 74 - $ 94
GEOGRAPHER/GIS IX	$291	$ 278 - $ 305
GEOGRAPHER/GIS VIII	$252	$ 225 - $ 278
GEOGRAPHER/GIS VII	$217	$ 206 - $ 229
GEOGRAPHER/GIS VI	$192	$ 177 - $ 208
GEOGRAPHER/GIS V	$173	$ 164 - $ 182
GEOGRAPHER/GIS IV	$153	$ 142 - $ 164
GEOGRAPHER/GIS III	$128	$ 113 - $ 144
GEOGRAPHER/GIS II	$113	$ 104 - $ 123
GEOGRAPHER/GIS I	$99	$ 92 - $ 106
ARCHITECT IX	$252	$ 240 - $ 264
ARCHITECT VIII	$227	$ 214 - $ 240
ARCHITECT VII	$207	$ 198 - $ 217
ARCHITECT VI	$187	$ 179 - $ 197
ARCHITECT V	$168	$ 154 - $ 182
ARCHITECT IV	$148	$ 141 - $ 156
ARCHITECT III	$133	$ 123 - $ 144
ARCHITECT II	$118	$ 111 - $ 126
ARCHITECT I	$103	$ 94 - $ 112

OTHER DIRECT COSTS	
DESCRIPTION OF ITEM	COST
Personal Vehicle Mileage	see note 1
Overnight Mail Service	Actual

NOTES:

1. Pre-approved travel and per-diem costs will be reimbursed in conformance with the current Department of Transportation Travel and Expense Guide for Consultants. No charge will be invoiced for employee relocation cost.

*2. Classifications identified with ** are subject to prevailing wage.*

3. Rates subject to an annual escalation of 5%.

EXHIBIT "C"

INSURANCE

INSURANCE REQUIREMENTS

Provider shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Provider, his/her agents, representatives, or employees. If the Provider maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), including products and completed operations, property damage, bodily injury and personal & advertising injury.

2. Insurance Services Office Business Auto Coverage Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired (Code 8) and non-owned autos (Code 9).

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

4. Errors and Omissions liability insurance appropriate to the Provider's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

5. Cyber Liability Insurance, Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit

monitoring expenses with limits sufficient to respond to these obligations.

B. Minimum Limits of Insurance

Provider shall maintain limits no less than:

1. General Liability - $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability - $1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation: Statutory limits.

4. Employer's Liability - $1,000,000 per accident for bodily injury or disease.

5. Errors and Omissions Liability - $1,000,000 per occurrence or claim, $2,000,000 aggregate.

6. Cyber Liability- $2,000,000 per occurrence or claim, $2,000,000 aggregate.

C. Self-insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Provider to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

D. Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts or

equipment furnished in connection with such work or operations. General liability coverage can be provided in the form or an endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 forms if later revisions are used).

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

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or reduced, except with notice **stating the title of this contract** to the City. **All notices provided pursuant to this Agreement shall be given to the City representative listed for notice in this agreement and shall specify the title of this Agreement.** Notice may be given by overnight mail, facsimile with confirmation of receipt, or certified mail with return-receipt requested.

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

5. If any of the required policies provide claims-made coverage:

   a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

   b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

   c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

E. Acceptability of Insurers

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

F. Verification of Coverage

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

G. Special Risks or Circumstances

The 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.