

**CITY OF MENIFEE**  
**PROFESSIONAL SERVICES AGREEMENT**  
**CITY OF MENIFEE: COMPLETE STREETS PLAN**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (“Effective Date”) by and between the CITY OF MENIFEE, a California municipal corporation, (“City”) and **KTU&A**, a California Corporation (“Consultant”). City and Consultant may sometimes herein be referred to individually as a “Party” and collectively as the “Parties.”

**SECTION 1. SERVICES.**

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Services, attached hereto as Exhibit A and incorporated herein by this reference (the “Services”). Consultant will perform subsequent task orders as requested by the Contract Administrator (as defined below), in accordance with the Scope of Services. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on **February 1, 2023** and shall end on **June 30, 2024** unless the term of this Agreement is otherwise terminated or extended as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect City’s right to terminate this Agreement, as provided for in Section 8.

1.2 Standard of Performance. Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the Services contemplated herein and, in light of such status and experience, Consultant shall perform the Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and to the sole satisfaction of the Contract Administrator.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform the Services pursuant to Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of the Services pursuant to this Agreement as may be reasonably necessary to satisfy Consultant’s obligations hereunder.

1.5 Authorization to Perform Services. Consultant is not authorized to perform any of the Services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

1.6 Covid-19 Safety. If Consultant enters City property or meets in person with City employees during the performance of the Services, Consultant shall comply with all State, County, and local emergency orders, directives, protocols, and best practices related to the COVID-19 pandemic, including, but not limited to: (A) wearing facial coverings, (B) maintaining adequate physical distancing when possible, (C) regular hand washing, and (D) regular hand sanitizing.

## **SECTION 2. COMPENSATION.**

City hereby agrees to pay Consultant a sum not to exceed **TWO HUNDRED FORTY FOUR THOUSAND THREE HUNDRED FORTY NINE DOLLARS AND NINETEEN CENTS (\$244,349.19)** notwithstanding any contrary indications that may be contained in Consultant's proposal, for the Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Exhibit A, regarding the amount of compensation, this Agreement shall prevail. City shall pay Consultant for the Services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for the Services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Consultant shall not bill City for duplicate services performed by more than one person.

2.1 Invoices. Consultant shall submit invoices monthly during the term of this Agreement, based on the cost for the Services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- a. Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- b. The beginning and ending dates of the billing period;
- c. A "Task Summary" containing the original contract amount, the amount of prior billings, the total due this period, the balance available under this Agreement, and the percentage of completion;
- d. At City's option, for each item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person performing the Services, the hours spent by each person, a brief description of the Services, and each reimbursable expense;
- e. The total number of hours of work performed under this Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing the Services hereunder necessary to complete the Services described in Exhibit A;
- f. Receipts for expenses to be reimbursed;
- g. The Consultant Representative's signature.

Invoices shall be submitted to:

City of Menifee  
Attn: Accounts Payable  
29844 Haun Road  
Menifee, CA 92586

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for the Services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Final Payment. City shall pay the last ten percent (10%) of the total amount due pursuant to this Agreement within sixty (60) days after completion of the Services and submittal to City of a final invoice, if all of the Services required have been satisfactorily performed.

2.4 Total Payment. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering the Services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entirety of the Services performed pursuant to this Agreement, unless this Agreement is modified in writing prior to the submission of such an invoice.

2.5 Hourly Fees. Fees for the Services performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule included with Exhibit A.

2.6 Reimbursable Expenses. Reimbursable expenses are included within the maximum amount of this Agreement.

2.7 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.

2.8 Payment upon Termination. In the event that City or Consultant terminates this Agreement pursuant to Section 8, City shall compensate Consultant for all outstanding costs and reimbursable expenses incurred for Services satisfactorily completed and for reimbursable expenses as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs and reimbursable expenses incurred to that date.

### **SECTION 3. FACILITIES AND EQUIPMENT.**

Except as otherwise provided, Consultant shall, at its sole cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facility that may involve incurring any direct expense, including but not

limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

#### **SECTION 4. INSURANCE REQUIREMENTS.**

Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance checked below and provide Certificates of Insurance, indicating that Consultant has obtained or currently maintains insurance that meets the requirements of this section and which is satisfactory, in all respects, to City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in Consultant's compensation. Consultant shall not allow any subcontractor, consultant or other agent to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant acknowledges the insurance policy must cover inter-insured suits between City and other Insureds.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant pursuant to the provisions of the California Labor Code. Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident, ONE MILLION DOLLARS (\$1,000,000.00) disease per employee, and ONE MILLION DOLLARS (\$1,000,000.00) disease per policy. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against City and its officers, officials, employees, and authorized volunteers for loss arising from the Services performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

a. General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage, for risks associated with the Services contemplated by this Agreement, TWO MILLION DOLLARS (\$2,000,000.00) general aggregate, and TWO MILLION DOLLARS (\$2,000,000.00) products/completed operations aggregate. If a Commercial General Liability Insurance or an Automobile Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from the Services contemplated under this Agreement, including the use of hired, owned, and non-owned automobiles.



b. Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 Code 2, 8, and 9. No endorsement shall be attached limiting the coverage.

c. Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

#### 4.3 Professional Liability Insurance.

a. General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing the Services pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall be shown on the Certificate. If the deductible or self-insured retention exceeds TWENTY-FIVE THOUSAND DOLLARS (\$25,000), it must be approved by City.

b. Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be no later than the commencement of the Services.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after the expiration or termination of this Agreement or completion of the Services, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the Effective Date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five (5) years after the expiration or termination of this Agreement or the completion of the Services. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the Services under this Agreement. City shall have the right to exercise, at Consultant's sole cost and expense, any extended reporting provisions of the policy, if Consultant cancels or does not renew the coverage.

d. A copy of the claim reporting requirements must be submitted to City prior to the commencement of the Services under this Agreement.

#### 4.4 All Policies Requirements.

a. Acceptability of insurers. All insurance required by this Section is to be placed with insurers with a Bests' rating of no less than A:VII and admitted in California.

b. Verification of coverage. Prior to beginning the Services under this Agreement, Consultant shall furnish City with Certificates of Insurance, additional insured endorsement or policy language granting additional insured status complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. The Certificate of Insurance must include the following reference: **City of Menifee: Complete Streets Plan.** The name and address for Additional Insured endorsements, Certificates of Insurance and Notice of Cancellation is: City of Menifee, 29844 Haun Road, Menifee, CA 92586. City must be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of Consultant.

c. Notice of Reduction in or Cancellation of Coverage. Consultant shall provide written notice to City within ten (10) working days if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

d. Additional insured; primary insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of the Services performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by Consultant in the course of providing the Services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers. The insurance provided to City as an additional insured must apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by City. Additional insured status shall continue for one (1) year after the expiration or termination of this Agreement or completion of the Services.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to City and its officers, officials, employees, and volunteers, and that no insurance or self-insurance maintained by City shall be called upon to contribute to a loss under the coverage.

e. Deductibles and Self-insured Retentions. Consultant shall obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the Services.

During the term of this Agreement, only upon the prior express written authorization of the Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The

Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

f. Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

g. Variation. The Contract Administrator may, but is not required to, approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that City's interests are otherwise fully protected.

4.5 Remedies. In addition to any other remedies at law or equity City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement;
- b. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- c. Terminate this Agreement.

## **SECTION 5. INDEMNIFICATION.**

5.1 Indemnification for Professional Liability. Where the law establishes a professional standard of care for performance of the Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend (with counsel selected by City), and hold harmless City and any and all of its officers, employees, officials, volunteers, and agents from and against any and all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of action (whether in tort, contract, under statute, at law, in equity, or otherwise) charges, awards, assessments, fines, or penalties of any kind (including reasonable consultant and expert fees and expenses of investigation, costs of whatever kind and nature and, if Consultant fails to provide a defense for City, the legal costs of counsel retained by City) and any judgment (collectively, "Claims") to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees, or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

5.2 Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall

indemnify, protect, defend (with counsel selected by City), and hold harmless City, and any and all of its officers, employees, officials, volunteers, and agents from and against any and all Claims, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

5.3 Limitation of Indemnification for Design Professionals. Notwithstanding any provision of this Section 5 to the contrary, design professionals are required to defend and indemnify City only to the extent permitted by Civil Code Section 2782.8. The term “design professional” as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

5.4 Limitation of Indemnification. The provisions of this Section 5 do not apply to claims occurring as a result of City’s sole or active negligence. The provisions of this Section 5 shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officers, officials, employees, and agents acting in an official capacity.

## **SECTION 6. STATUS OF CONSULTANT.**

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of the Services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes the Services rendered pursuant to this Agreement. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant’s exclusive direction and control. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents is in any manner officers, officials, employees, or agents of City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner. Except for the fees paid to Consultant as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing the Services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing the Services hereunder. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (“PERS”) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

## **SECTION 7. LEGAL REQUIREMENTS.**

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractor shall comply with all applicable local, state, and federal laws and regulations applicable to the performance of the work hereunder. Consultant shall not hire or employ any person to perform work within City or allow any person to perform the Services required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States. Any and all work subject to prevailing wages, as determined by the Director of Industrial Relations of the State of California, will be the minimum paid to all laborers, including Consultant's employee and subcontractors. It is understood that it is the responsibility of Consultant to determine the correct scale. The State Prevailing Wage Rates may be obtained from the California Department of Industrial Relations ("DIR") pursuant to California Public Utilities Code, Sections 465, 466, and 467 by calling 415-703-4774. Appropriate records demonstrating compliance with such requirement shall be maintained in a safe and secure location at all times, and readily available at City's request. Consultant shall indemnify, defend, and hold City and its elected and appointed boards, members, officials, officers, agents, representatives, employees, and volunteers harmless from and against any liability, loss, damage, cost or expenses (including but not limited to reasonable attorneys' fees, expert witness fees, court costs, and costs incurred related to any inquiries or proceedings) arising from or related to (i) the noncompliance by Consultant or any party performing the Services of any applicable local, state, and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages and hire apprentices); (ii) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (iii) failure by Consultant or any party performing the Services to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the Parties that, in connection with performance of the Services, including, without limitation, any and all public works (as defined by applicable law), Consultant shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. Consultant acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with such laws. Consultant shall require the same of all subcontractors.

7.3 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

## **SECTION 8. TERMINATION AND MODIFICATION.**

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant.

8.2 Termination by Consultant. Consultant may cancel this Agreement upon 30 days' written notice to City.

8.3 Consequences of Termination. In the event of termination, Consultant shall be entitled to compensation for the Services performed up to the date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or City in connection with this Agreement.

8.4 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.5 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.

8.6 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in Consultant's proposal, without prior written approval of the Contract Administrator. In the event that key personnel leave Consultant's employ, Consultant shall notify City immediately.

8.7 Survival. All obligations arising prior to the expiration or termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the expiration or termination of this Agreement.

8.8 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all of the following:

- a. Immediately terminate this Agreement;
- b. Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- c. Retain a different consultant to complete the Services described in Exhibit A; and/or
- d. Charge Consultant the difference between the cost to complete the Services described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the Services.

## **SECTION 9. KEEPING AND STATUS OF RECORDS.**

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of City. Consultant hereby agrees to deliver those documents to City upon the expiration or termination of this Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for City and are not necessarily suitable for any future or other use. Any use of such documents for other projects by City shall be without liability to Consultant. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports, and other documents are confidential and will not be released to third parties without prior written consent of both Parties unless required by law.

9.2 Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, rights of reproduction, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, test data, survey results, models, renderings, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, digital renderings, or data stored digitally, magnetically, or in any other medium, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

9.3 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for the Services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

9.4 Inspection and Audit of Records. Any records or documents that Section 9.3 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

## **SECTION 10. MISCELLANEOUS PROVISIONS.**

10.1 Attorneys' Fees. If either Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and expenses including costs, in addition to any other relief to which that Party may be entitled; provided, however, that the attorneys' fees awarded pursuant to this Section shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing Party in the conduct of the litigation. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Applicable Law; Venue. The internal laws of the State of California shall govern the interpretation and enforcement of this Agreement. In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in Riverside County.

10.3 Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

10.4 Section Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

10.5 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.6 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.7 Consultant Representative. All matters under this Agreement shall be handled for Consultant by Michael Singleton, Principal ("Consultant's Representative"). The Consultant's Representative shall have full authority to represent and act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

10.8 City Contract Administration. This Agreement shall be administered by a City employee, Jenny McConville, Management Analyst I ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his designee. The Contract Administrator shall have the power to act on behalf of City for all purposes under this Agreement. Unless otherwise provided in this Agreement, Consultant shall not accept direction or orders from any person other than the Contract Administrator or his designee.

10.9 Notices. Any written notice to Consultant shall be sent to:



KTU&A  
Attn: Michael Singleton, Principal  
3916 Normal Street  
San Diego, CA 92103

Any written notice to City shall be sent to the Contract Administrator at:

City of Menifee  
29844 Haun Road  
Menifee, CA 92586  
Attn: Jenny McConville, Mangement Analyst I

with a copy to:

City Clerk  
City of Menifee  
29844 Haun Road  
Menifee, CA 92586

10.10 Professional Seal. Where applicable in the determination of the Contract Administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled “Seal and Signature of Registered Professional with report/design responsibility,” as in the following example.

Seal and Signature of Registered Professional with report/design responsibility.
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10.11 Rights and Remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

10.12 Integration. This Agreement, including the scope of services attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.14 Execution of Contract. The persons executing this Agreement on behalf of each of the Parties hereto represent and warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound.

10.15 Nondiscrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

10.16 No Third Party Beneficiaries. With the exception of the specific provisions set forth in this Agreement, there are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.

10.17 Nonliability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

10.18 No Undue Influence. Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City shall receive compensation, directly or indirectly, from Consultant, or from any officer, employee, or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement.

10.19 No Benefit to Arise to City Employees. No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for the Services to be performed under this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Agreement as of the Effective Date.

**CITY OF MENIFEE**

**CONSULTANT**

\_\_\_\_\_  
Armando G. Villa, City Manager

\_\_\_\_\_  
Mike Singleton, Senior Principal

Attest:

\_\_\_\_\_  
Kay Vinson, Acting City Clerk

\_\_\_\_\_  
Joe Punsalan, Associate Principal

Approved as to Form:

\_\_\_\_\_  
Jeffrey T. Melching, City Attorney



[Corporation must have two signatures]

## **EXHIBIT A**

### **SCOPE OF SERVICES**

Services shall include City of Menifee: Complete Streets Plan in the amount not to exceed **TWO HUNDRED FORTY FOUR THOUSAND THREE HUNDRED FORTY NINE DOLLARS AND NINETEEN CENTS (\$244,349.19)** as further detailed in the following page(s).

# MANAGEMENT | COMMUNICATION PLAN

CLIENT MANAGEMENT	PROJECT ADMINISTRATION	PROJECT MANAGEMENT	PROJECT IMPLEMENTATION
CITY OF MENIFEE	JOE PUNSALAN	TOM BERTULIS	PROJECT TEAM
project data meeting logistics stakeholder identification project review/approval 	contract negotiation contract management project start-up/close-out quality control 	reporting meeting management scheduling budgeting/invoicing 	project plans/studies community engagement presentations submittals 

## PROJECT MANAGER RESPONSIBILITIES INCLUDE:



- Reviewing the scope of work, preparing the fee, and participating in the contract negotiation.
- Working with the client to develop and validate the overall goals and objectives, as well as identify project issues, requirements, budgets, milestones, deadlines, and design parameters.
- Developing a project schedule indicating all submittals and review periods for KTUA and the consultant team. The QC manager reviews the schedule to assure that adequate time has been allocated for implementation of the quality control process, including review and coordination of consultant work, and corrections and revisions identified in the QC process.
- Documenting all direction that results in a critical decision or direction for the project.
- Providing the QC checklist and response to comments is provided to the client with the submittal.

## EFFECTIVE PROJECT MANAGEMENT AND SCHEDULING STRATEGIES:

KTUA utilizes a variety of tools to make sure that schedules are met for all interim and final project deadlines. These tools and techniques include:



- Actively identify critical paths and roadblocks that are likely to happen
- Monitor critical paths and decisions to proactively avoid project delays
- Schedule concurrent meetings/site visits/over-the-shoulder reviews
- Prepare personnel forecasts, allowing early detection and mitigation of cost overruns
- Manage changes to scope and scope growth while being flexible with client needs
- Fully utilize staff resources of subconsultants to increase overall team capacity

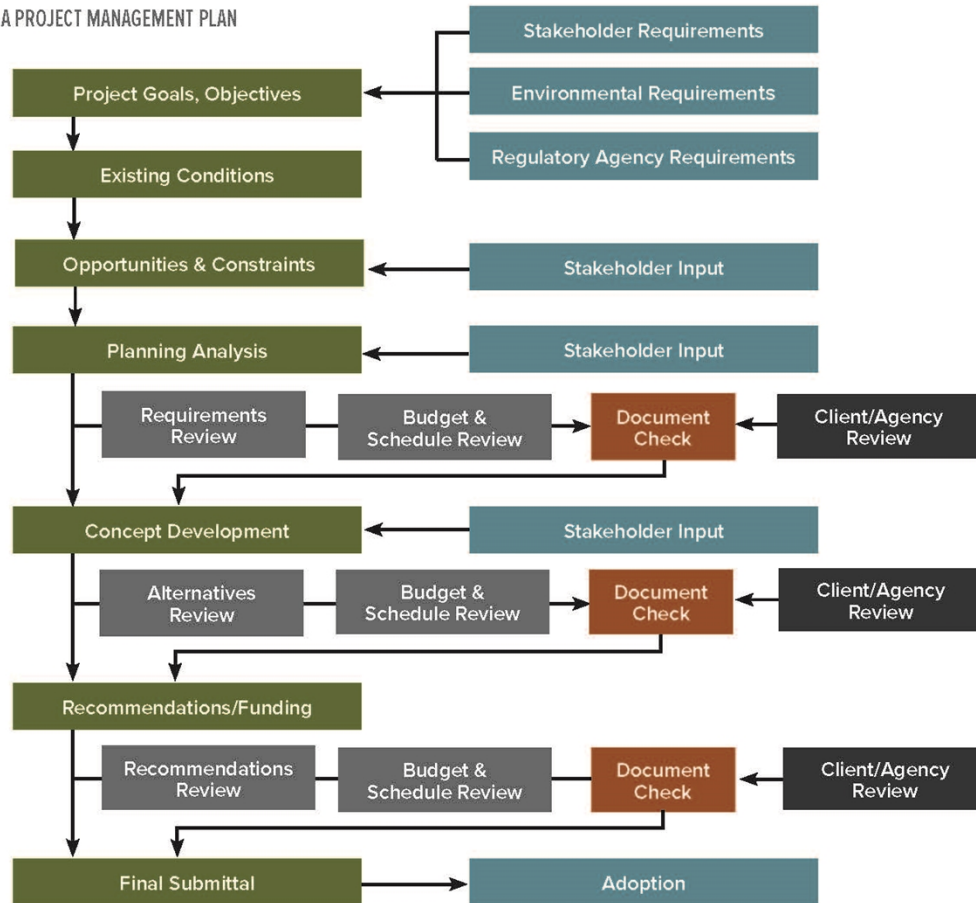
## COST CONTROL AND QUALITY ASSURANCE:



KTUA places special importance on cost constraints and seeks to ensure clients that project budgets, capital improvement costs and long-term maintenance costs are reasonable and realistic. The firm is well versed in the successful implementation of designed elements. This experience permits realistic design and cost analysis, leading to the completion of the project within established budgets. KTUA makes every effort to fully understand the scope of each project during project negotiations to arrive at a reasonable fee for professional services. The firm has a history of requesting change orders and modifications only upon the client request of scope modifications or additions.

#### 4 | SERVICE DELIVERY APPROACH | Project Management & Quality Control Plan

##### KTUA PROJECT MANAGEMENT PLAN



**QUALITY CONTROL PLAN CHECK PROCESS:** Principal involvement in our projects ensures that the design integrity is upheld, while the project meets all applicable codes, restrictions, and regulations. KTUA delegates assignments to staff with the necessary experience that meets the project requirements and/or assure that those tasked with the project are trained effectively. KTUA has a written Quality Control Plan with specific procedures that are supervised by the principals (QC manager) to ensure completeness, accuracy, well-coordinated and complete documents, and compliance with applicable regulations, codes, and guidelines.

##### THE GOALS OF THE QUALITY CONTROL PLAN ENSURE THAT:

- Work products meet and exceed the requirements of the contract scope of work.
- Submittals are free of errors, therefore allowing a more thorough review of the content instead of the format of the submittal.
- Project conflicts (such as utilities) are identified early to avoid future changes.
- Subconsultant information is coordinated and reviewed at each submittal phase.
- Project requirements and objectives are met while environmental and social resources are protected or enhanced.
- Project implementation is cost effective and efficient.
- Risk and liability are minimized.



#### COMMUNITY AND PUBLIC ENGAGEMENT

One of KTUA's longstanding strengths is our creative and inclusive approach to facilitating community and public engagement. We have a long resume of successful community engagement that includes both conventional means as well as some new, innovative approaches that utilize new collaboration technology. Conventional means include organized in-person public workshop meetings, pop-up events, facilitation of on-line surveys, and on-site walk-throughs and workshops. Again, with the advent of COVID and the influence it has had on the way we work and interact, KTUA has been proactive to innovate our community input process to accommodate more virtual participation while minimizing reductions in participation or quality of interaction experience. Some of the tools and platforms we are using virtually include social media, large group workshop and meeting facilitation with GoTo Webinar and MS Teams, Google Jamboard, and ArcGIS StoryMaps.

#### Community Engagement for the 21st Century



#### COMMUNITY OUTREACH APPROACH

There is a need now more than ever for innovative, flexible, and effective in-person and remote systems of engagement. KTUA is equipped with powerful "tools for equitable access" to provide meaningful and useful input from communities throughout California. This trend will continue into the future and we have worked to increase our digital toolkit to provide fun, engaging, and far-reaching methods. Our commitment to equal representation and maximizing participation within a community has driven us to explore various techniques to reach all portions of a community. Creating a forum for discussion, gaining the trust of the stakeholders, and sharing information of value with them will result in project success.

An open mind, strong listening skills, and clear, concise information are key to this process. Understanding the best communication tools to encourage participation from our target audience is crucial and these tools from project to project. No matter how much time and budget is allocated to the team to spend time on-site, site users will be more familiar with the project and environment than we are, and we feel that this input is beneficial to develop community supported solutions.

## 4 | SERVICE DELIVERY APPROACH | Scope of Work

### PROJECT TEAM MEETINGS AND COORDINATION

Attend a project kick-off meeting and coordinate monthly project meetings, develop the agenda, and prepare a summary of monthly meeting notes. The meeting notes will not exceed 2-pages, and will include a defined list of decisions, actions, and responsible party. Meetings will be scheduled more frequently during high intensity activity phases such as during community engagement and recommendations phases.

#### DELIVERABLES

- Monthly Project Team meeting notes
- These activities should be spread among the relevant Tasks 1-6

### TASK 1: EXISTING CONDITIONS

#### Plan Inventory

The KTUA team will review City of Menifee planning documents including the City's General Plan Circulation Element, the City's Active Transportation Plan, WRCOG Non-Motorized Transportation Plan, other regional active transportation documents and any development plans that may have conditioned street improvements. In addition, the City will look into collision data over the last 10 years to identify problem areas, existing and forecasted traffic demands and volumes, and regional traffic forecast. Discrepancies in traffic volumes and collisions due to the coronavirus pandemic will be considered and accounted for during the analysis.

KTUA will update the inventory collected for the City's Active Transportation Plan, pedestrian plans, and/or bikeway plans within the County that would either provide network connectivity for the City of Menifee or would provide a broad overview of best practices that may be considered and/or integrated into the City's Complete Streets Plan. The latest research will be utilized to produce a plan that will improve levels of safety, accessibility, and comfort, with a focus on vulnerable roadway users. Coordination with WRCOG will be conducted to understand the future expenditures specific to complete street improvement projects that could affect the recommendations for the City of Menifee.

KTUA will identify examples of other relevant state, regional, and countywide complete streets plans (not only within Riverside County) and identify common themes, applications and formats. KTUA will also include a comparative analysis of performance measures/evaluation criteria and data needs across the sample plans that may be consid-

ered in the development of the City's Complete Streets Plan. Clear, actionable measures will be described and prioritized in the final plan. A technical memorandum summarizing these plans and potential metrics will be provided to the City for review.

#### Existing Conditions

KTUA will complete socio-demographic analysis related to the need, latent demand, and potential for walking and bicycling (e.g. vehicle ownership, gender, age, etc.) using available existing data from the City's Active Transportation Plan (ATP) by utilizing resources from RUHS, CalEnviro-screen, Healthy Places Index and US Census. In addition, KTUA will evaluate the following:

- Review the City's available GIS database for information, including sidewalks and curb ramps (arterial and major streets only), street lighting, roadway network and traffic data, bicycle network, zoning maps, public facilities, etc. KTUA assisted with the development of an initial dataset as part of the ATP and will continue to work directly with City staff for layering and formatting of GIS layers.
- Kimley-Horn will evaluate existing bicycle and pedestrian trips using Replica's bicycle and pedestrian activity data; and review pedestrian and bicycle activity data available from the City including traffic data collected by the City, Safe Routes to School information, the City's Active Transportation Plan, and other City studies and reports available.
- Kimley-Horn is completing the City's Local Road Safety Plan (LSRP) and will use their extensive knowledge of the City's collision data to map injuries and fatalities to pedestrians and bicyclists in traffic collisions. A Safe Systems approach will be used to proactively suggest recommendations across the street network rather than just reactively at high collision locations.
- KTUA will analyze the City's existing Hazard Mitigation Plan as it pertains to the impacts of extreme heat, wildfire, air quality, and water management to existing City infrastructure and their subsequent impact on planned improvements citywide.
- Key destinations such as schools, parks, major commercial centers, institutional centers, employment centers, transit centers, tourist destinations, grocery stores, gyms, hospital/medical providers, government agencies, community centers, and other regional activity centers will be identified and updated. KTUA's current work on the City's Parks Master Plan will help expedite the locations of parks and other recreational amenities being planned.
- A review of existing cost-of-living and gentrification patterns in and around the City will be conducted, especially at disadvantaged communities such as Romoland and Sun City, to determine any potential negative impacts resulting from implementation of improvements identi-

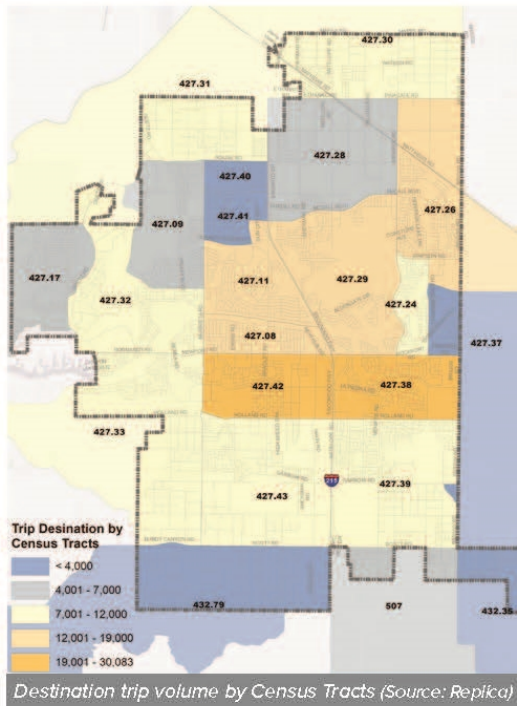


fied in the proposed plan and recommend suggested measures to eliminate or minimize displacement and any ill effects from gentrification. Examples from other parts of the country will be included to show how other regions address gentrification, corresponding displacement, placemaking, and community involvement in the planning process.

- KTUA will prepare base maps for design and analysis work and for use by residents at proposed engagement activities and provide a technical memorandum summarizing the socio-economic and data review for City review. The memorandum will include specific and actionable recommended measures.

### DELIVERABLES

- Plan Inventory and Technical Memorandum
- Data Analysis
- GIS Layer updates using ArcGIS
- Technical Memorandum on Existing Conditions



## TASK 2: ANALYSIS

### Stakeholder Identification

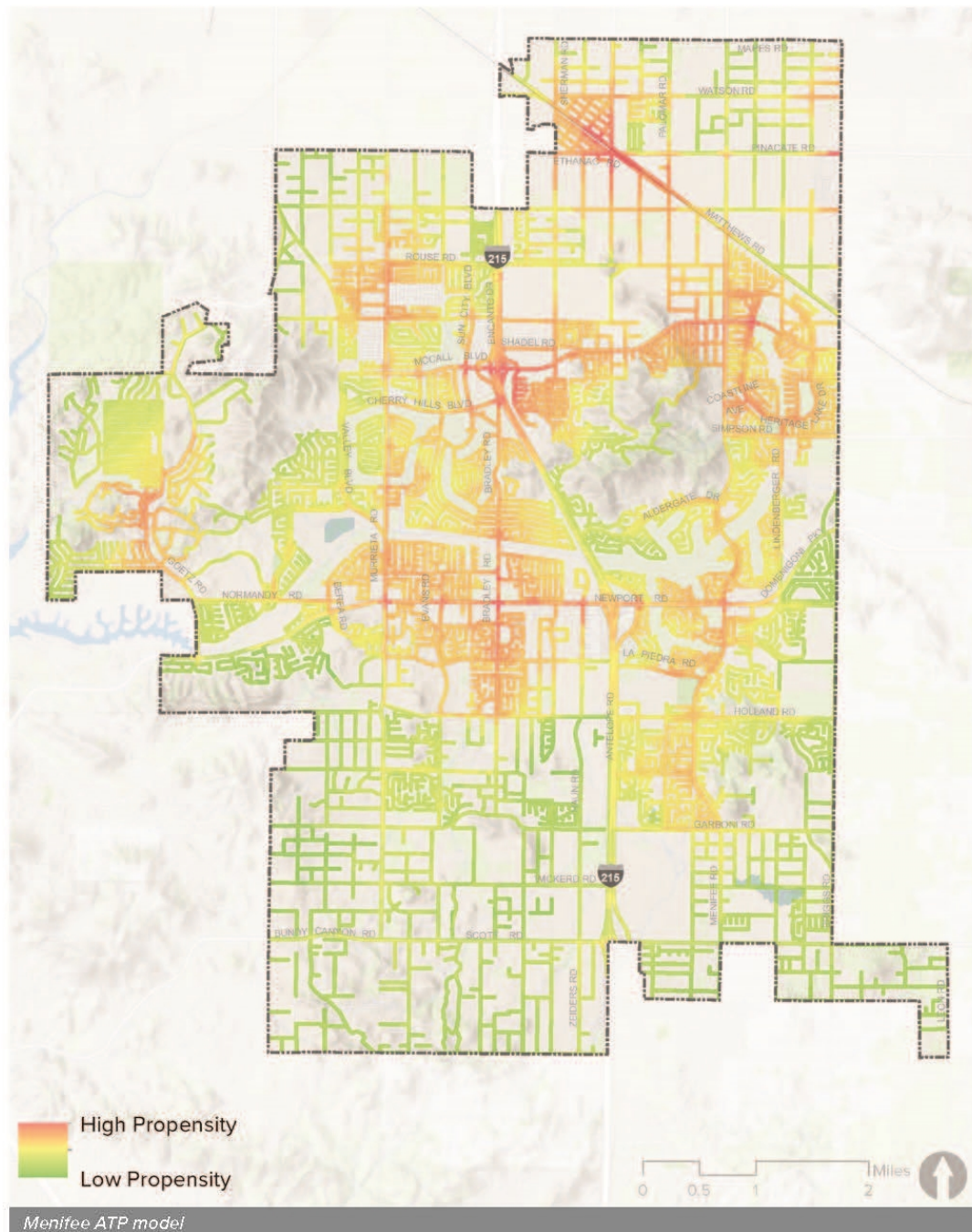
KTUA will build upon the ATP's and Parks Master Plan stakeholder list and will assist City staff in identifying a list of key stakeholders consisting of public officials, agency staff, businesses, service organizations, community organizations, neighborhood leaders and residents, the school districts, property owners, and other interest groups that reflect the wide range of demographics and diverse perspectives of City residents. RUHS' various engagement activities around the region will help solidify this list. Special efforts will be made to identify agencies and organizations that work with disadvantaged and disenfranchised communities.

### Priority Area Identification

KTUA will utilize the Bicycle and Pedestrian Propensity model developed for the ATP as a starting point. This model utilizes many of the criteria mentioned and combines them in a GIS model for objective analysis. This model will also be updated based on City staff and Advisory Group input. This analysis will provide a data-driven and community-driven method to identify priority areas for complete street improvements within the City. Evaluation criteria includes, but is not limited to collision history, access to local and regional destinations, current and potential demand, equity, public input, city input, prior experience of the consultant team, and regional connectivity. In addition, key destinations around the City will be included in the analysis, such as schools, parks, major commercial centers, employment centers, transit centers, tourist destinations, grocery stores, hospital/medical providers, government agencies, community centers, and other regional activity centers. Public input will be reviewed as a potential criterion based on consideration of the quantity and value of input received. The ranking criteria will be based on the goals and objectives developed for the plan.

KTUA will coordinate with the City's planning, transportation, and public works departments to gather information on corridors, downtown areas, or areas with concentrated land uses such as those near a hospital, employment centers, civic centers, transit center, or other major destinations that may warrant special attention, but which might not be revealed in the ranking criteria or modeling. The ranking criteria will be utilized to identify up to twenty (20) priority areas where improvements would improve safety, accessibility, convenience, and comfort for multi-modal travel.

KTUA will present ranking criteria and draft mapping of complete street improvements to the PAT to seek feedback on locations. KTUA will create maps to identify the priority areas for complete street improvements.





## 4 | SERVICE DELIVERY APPROACH | Scope of Work

### Refined Conceptual Design Alternatives for Top Five Projects

To strengthen and complete the existing and future complete street network and enhance these priority areas, KTUA proposes to develop preliminary engineering concepts, up to 30% design, for the top five (5) projects. Projects can also be selected based on City preference and immediate funding opportunities. These concepts will be developed in AutoCAD to provide more detailed cost estimates.

CAD concepts provide a better understanding of the feasibility and design features of the project itself. Based on experience from developing similar plans and writing grants, detailed conceptual concepts integrate better with grant pursuits, allow for more accurate cost estimates, and are better for understanding if the proposed recommendations are feasible. The additional detail is typically needed for construction feasibility and for grant and City staff reviewers to fully understand the concepts. Design will be grant-ready to score as high as possible in grant applications. Concepts will make use of sustainable and emerging mobility and streetscape trends such as:

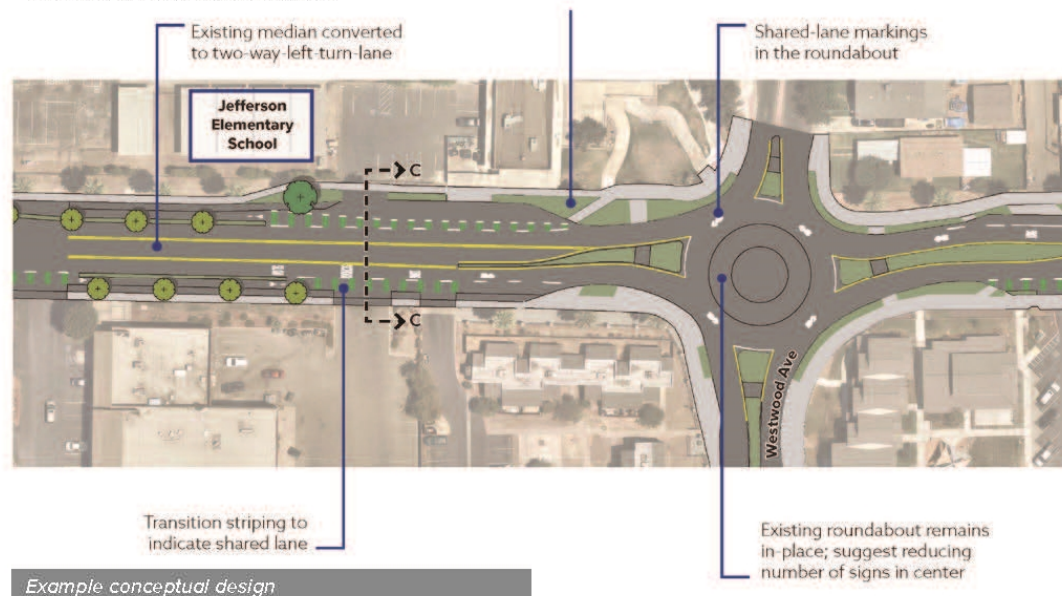
- Traffic calming
- Enhanced (Buffered Class II or Class IV) bicycle facilities
- Pedestrian environment improvements
- Curb management
- Micromobility/emerging mobility
- Landscaping, street furniture, and placemaking
- Green streets, parkways, bioswales, and water quality
- Enhanced transit accommodations

Furthermore, the KTUA team will assist City staff to implement recommendations from the plan to incorporate low-cost enhancements into existing City maintenance and other capital improvement projects.

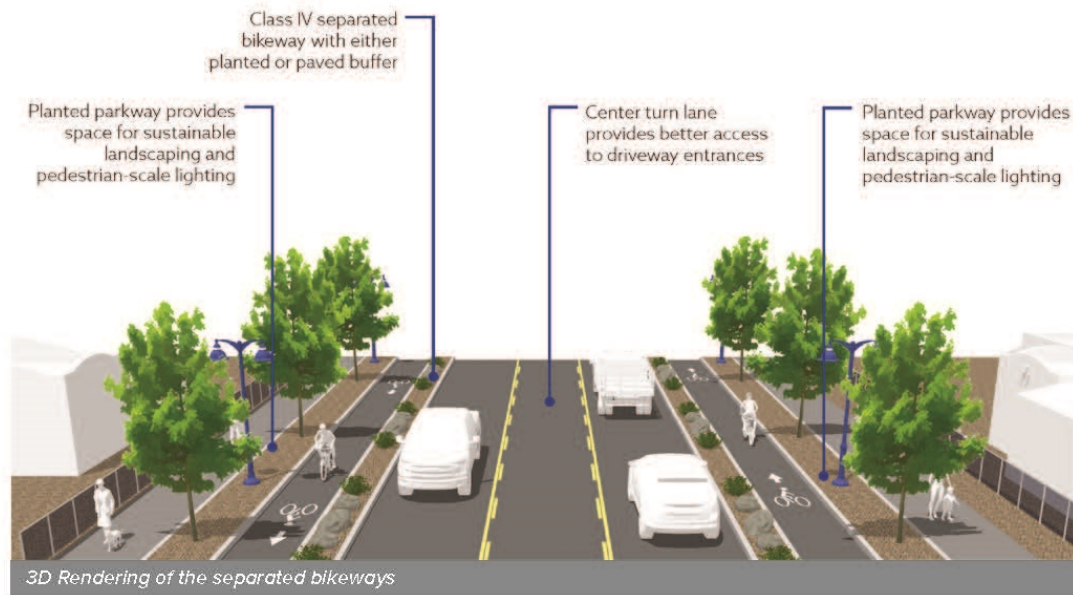
### 3D Renderings

Graphics such as cross sections, simple site plans, 3D renderings, and summary matrices will be created to communicate the proposed alternatives. The graphics can be accompanied by detailed technical descriptions as well. KTUA will prepare necessary conceptual renderings to effectively convey the proposed project features and countermeasures to stakeholders and the community. KTUA's extensive experience in creating 3D renderings and cross-sections have been shown to be especially effective in allowing stakeholders and the public to understand engineering concepts and designs.

Due to KTUA's involvement in many active transportation and complete streets projects, models have already been created for similar recommendations so renderings can be updated and enhanced for quick turnaround times. Given these time savings, KTUA will create high quality 3D schematic cross-sections for each alternative utilizing the firm's vast library of 3D content as well as any building massing of possible future land use changes.



CITY OF MENIFEE | Complete Streets Plan Update - RFP #2023-8 | 28



#### Complete Streets Improvements Cost Estimates

High-level cost estimates will be developed for improvements to position the City for potential funding applications or incorporation into the City's future CIP program. KTUA will work with the PAT to develop a locally representative unit cost for treatments. Estimates will include information about capital costs to implement projects as well as maintenance costs related to pavement and landscaping upkeep, and maintenance of traffic control devices, striping, signs, and lighting where applicable. Consideration of maintenance for pedestrian facilities will include review of American Disabilities Act (ADA) consistency and guidance about review of pavement quality to ensure level surfaces, and address damage related to tree roots, cracking, and displaced pavement.

#### Green Street Design Toolbox

Disturbances to existing vegetation and land coverage by impervious surfaces will increase as future development occurs. Runoff from these surfaces, especially roadways, can aggravate existing storm drainage problems which can result in increased ponding and flooding in the community's low-lying areas. As landscape architects, KTUA will also take this into consideration when developing recommendations and will provide a Green Street Design Toolbox as a "value-added deliverable" to help guide the design process. A Green Street is a street transformed and designed to intercept rainwater and runoff, clean that water through soil and vegetation, and allow it to percolate and return to the earth naturally. KTUA has been at the forefront

of Green Streets planning having completed an award-winning Urban Greening Plan for the San Diego neighborhood of City Heights, as well as for the City of Pico Rivera, and the City of Placentia. While the needs of the City of Menifee may differ from other cities, water conservation concerns and the need to capture storm and rainwater for irrigation and other purposes is a statewide issue. This toolbox will include strategies to implement Green Streets opportunities for future street and placemaking designs. In addition, by implementing Green Street designs, the City will open another avenue of funding opportunities through stormwater grant programs.

#### Funding Sources Identification

KTUA maintains a funding database to address the rapid changes taking place in active transportation programs and the Highway Safety Improvement Program (HSIP). This database is updated when new funding sources are created and older programs expire. The funding sources could include local, regional, state, and federal programs, and will include a variety of fund types including transportation, air quality, water quality, health, and sustainability sources. The funding list will include public and private sources, including details on what each funding source can address such as feasibility analysis, environmental review, right-of-way acquisition, final design, construction, and maintenance. The funding list will draw upon extensive work already compiled within the City's Active Transportation Plan, with updates for recent changes.



## 4 | SERVICE DELIVERY APPROACH | Scope of Work

KTUA will identify the most likely near-term funding sources which considers Federal, State, and local requirements as well as locally adopted policies to determine “likely” funding sources. For example, funding sources for projects that incorporate urban greening infrastructure can be integrated. The information will include the anticipated schedule for calls, and key information related to match requirements. The funding matrix will be developed to help guide and position the City for potential funding opportunities and show untapped and innovative funding opportunities.

### DELIVERABLES

- List of identified stakeholders
- Draft of Complete Street Improvement Recommendations
- Draft and Final Funding Source Matrix

### TASK 3: PUBLIC OUTREACH

The KTUA team is excited for the opportunity to participate in public outreach for this project. The team and City staff will prepare an engagement plan that will spell out the steps that will be taken to reach out and engage the community members. RUHS will lead this effort and will take a comprehensive approach to public engagement. The team will consider traditional and virtual methods to engage the community and identify strategies to target disadvantaged residents in the City that may not fully understand the role that City of Menifee plays in guiding and supporting improvements. Communication with various health, safety, walkability, and other interested advocacy organizations will be ongoing as progress is made toward key project milestones.

The extensive outreach experience of RUHS will be important to develop an engagement plan that will include strategies to uniquely engage the community, such as experiential art, developing a youth art campaign related to walking and bicycling, or coordinating with the City to develop demonstration events accessible to all members of the community. Additionally, the community engagement plan will consider all local and state COVID-19 precautionary measures to ensure the safety and health of the community.

The plan will include a schedule with timing for release, distribution, and placement of publicity items for outreach and development of activities to maximize participation and positive input at community events. Publicity items will include outreach materials that will accommodate physically impaired audiences in the City in order to ensure messaging is available to all persons.

Strategies will be included to reach out to Spanish speaking audiences specifically by providing informational material about the program in both English and Spanish. It is understood that the City will partner with SCAG to promote their “Go Human” campaign and provide props to help the community visualize complete street improvements and strategies that can be incorporated throughout the community. The KTUA team can assist with set up if the demonstration project were to be held at the same time as the three-day charrette, similar to the ATP charrette.

The three-day design charrette is the centerpiece of this community-based planning project to identify goals, objectives, and guiding principles for the Complete Streets Plan while beginning to first identify obstacles and challenges and then proposed design solutions and countermeasures. Charrettes also help the team to explore the challenges the community faces in greater depth since team members get to experience the conditions faced by residents over several days, which often results in creative solutions. KTUA has extensive experience with these multi-day charrettes, assisting with the same charrette for the City's ATP and conducting two multi-day charrettes most recently in the City of Lindsay and June Lake. An added benefit of the charrettes that the KTUA team delivers is the community building aspects of the charrette process itself.

The KTUA team will organize these charrettes to consist of a series of events that can include highly interactive workshops, exercises, walkability and bicycling audits, stakeholder meetings, design table exercises, and other activities that provide residents and key stakeholders a direct role in developing a plan. At least one meeting or event during the three-day design will be dedicated to Spanish speaking audiences. It is our belief that the people who live, work, go to school, and shop in a community are the experts and the team must understand their challenges and ensure that their problems are heard. By concentrating activities over a short period of time, charrettes can help capture community members' attention and create a “buzz” that draws more interest from the community and the media, and consequently support for funding. The iterative process used in a charrette also helps develop greater community buy-in and support for the resulting plan and its recommendations.

Upon completion of the plan, the list of improvements will be utilized as a guide for inclusion of complete streets improvements into the City's Capital Improvement Program. Prior to implementation of specific complete street improvements, the City will conduct a focused public outreach campaign to the surrounding businesses and residents in the area that will be affected by said improvements to

## 4 | SERVICE DELIVERY APPROACH | Scope of Work

identify potential concerns and impacts associated with said improvements. The KTUA team will not participate in these geographically focused campaigns but can provide the surveys for these public meetings as needed to obtain information from the surrounding community.

In addition to the focused outreach campaigns, the City will also provide updates via the City's Capital Improvement Program webpage, social media posts, quarterly newsletter, and other available media outlets accessible to all members of the community. The updates will include education on project identification through the Complete Streets Plan, as well as major milestones throughout the course of project implementation.

### Community Design Charrette

The City and KTUA team will organize a three-day Community Design Charrette. The draft schedule of activities will include:

- Approximately 3-4 small group meetings with key stakeholders (e.g., government agencies, community service providers, school district, businesses, emergency responders, multifamily residents, etc.) to gain a better understanding of the concerns and issues. Meetings will typically be 60-90 minutes in length.
- Kick-off community workshop, typically on a weekday evening to ensure broad participation. The kick-off workshop will provide participants with an overview of the project goals and objectives and will include a visioning presentation, exercises, and activities to gather community input such as design table maps in which small groups work together to write and draw their ideas on aerial maps.
- Walking and bicycling audits/assessments. KTUA will provide maps to help participants understand what improvements can be made. Maps for data collection will be used as well as tools such as Survey 123 to ensure efficient use of field time. KTUA will prepare a summary report of the audit inputs to include:
  - Data summaries
  - Written comments
  - On-site photos
  - Preliminary recommendations of public-preferred considerations to include planning-level
- Project team members working for several days on-site in intense production to develop preliminary recommendations and illustrative graphics.
- Afternoon or evening open studios to allow stakeholders to provide feedback as the KTUA team is working.
- Review of concepts with City staff.



### Pop-Up Events

From the response to questions for this RFP, it's understood that City staff will attend and engage the community at available scheduled community events. As people have become more open to being in public spaces, small pop-up events at community events have been a very successful strategy to provide a livelier method to solicit input and engage event attendees. Pop-up events can consist of many forms such as organized outside schools, stores, or other locations where residents may gather. Considering the COVID-19 pandemic, pop-up events will also be made available virtually to accommodate those wishing to participate but unable to attend in person. The KTUA team will provide City staff necessary materials such as handouts, surveys, maps, banners, etc. necessary to gather information from residents.





**MENIFEE ACTIVE**

**Help Us Make Walking and Other Modes of Active Transportation Better in Meniffee!**

The City of Meniffee is undertaking an Active Transportation Plan (ATP) to improve access, mobility, and safety for non-motorized modes of travel, including walking, bicycling, and riding transit.

**JOIN THE PUBLIC ADVISORY TEAM!**

- Provide input and feedback to the City and consultant staff regarding non-motorized modes of travel
- Represent the values and viewpoints of the community
- Serve as liaisons by sharing information with your stakeholders, related organizations, and broader networks about project goals and opportunities for involvement
- Plan to attend and encourage others to join us at community wide workshops

**WE WANT TO MEET YOU!**

**TUESDAY 1/28**

**Location:**  
City Hall Council Chambers  
29844 Haun Rd.  
Meniffee, CA 92586

**Date and Time:**  
Tuesday, January 28, 2020  
2pm – 3pm

**LET'S BUILD SAFER STREETS TOGETHER!**

**BENEFITS OF Active Transportation**

- Reduced Emissions**  
Increased bicycling and walking reduces fossil fuel emissions. About 5 to 20% of your commute can be done for free.
- Supplements the Transit System**  
Alternative modes of transportation can effectively link people to and from transit stops to their origins and destinations.
- Improved Health**  
In addition to the universal health benefits, such as increases in walking, bicycling and walking has the potential to develop vibrant personal health.
- Social Equity**  
Alternative modes of transportation help the potential to address issues for disadvantaged populations that are disproportionately impacted by rising transportation costs.
- Enhanced Safety**  
Improved facilities create safe, comfortable, and attractive access for users of all ages and abilities.
- Economic Benefits**  
More bicycling and walking has also been tied to increases in commercial and residential property values and incomes.

**VISIT US ONLINE!**  
<https://atp.meniffee.us>  
Check out our story map and take our online survey today!

Contact Carlos Geronimo at [cgeronimo@cityofmeniffee.us](mailto:cgeronimo@cityofmeniffee.us) for more information!

**MENIFEE**  
New. Better. Bold.

**MENIFEE ACTIVE TRANSPORTATION PLAN**

**SHARE YOUR VISION!**

The City of Meniffee is developing an Active Transportation Plan (ATP) to meet the City's goals and vision for providing a transportation system that supports walking, cycling, public transit and automobiles. The Active Transportation Plan will:

- Improve transportation choices
- Create a connected network of bikeways
- Identify improvements around schools and activity centers
- Create healthier communities

**Get in touch!**

Head over to the ATP website to take the project survey and to provide comments using our interactive online comment map.

**ATP Website**  
<https://atp.meniffee.us>

**Carlos Geronimo**  
[cgeronimo@cityofmeniffee.us](mailto:cgeronimo@cityofmeniffee.us)  
951-721-7022

**COMPARTAR SU VISION!**

La Ciudad de Meniffee está llevando a cabo un Plan de Transporte Activo (ATP) que servirá como guía de las metas y visiones de la ciudad para mejorar el sistema de transporte en cuanto el acceso, la movilidad y la seguridad para los distintos modos de transporte no motorizado, incluyendo caminar, andar en bicicleta y pasear por todo Meniffee. El Plan de Transporte Activo logrará:

- Mejorar las opciones de transporte
- Crear red de ciclovías conectadas
- Identificar mejoramientos alrededor de escuelas y de centros de actividades
- Crear comunidades saludables

**Ponte en contacto!**

Por favor dirígete al sitio del ATP para tomar la encuesta del proyecto y dar tus comentarios. Comparta tus ideas. ¡Tu mapa interactivo en línea.

**ATP Sitio**  
<https://atp.meniffee.us>

**Carlos Geronimo**  
[cgeronimo@cityofmeniffee.us](mailto:cgeronimo@cityofmeniffee.us)  
951-721-7022

### Digital Media Input

KTUA will identify and recommend digital media options to solicit community input on barriers and challenges, and to provide guidance on desired improvements and concepts. KTUA, in collaboration with City staff, will create the contents for a website to be integrated into the City's official webpage with ongoing information on the development of the Complete Streets Plan. The web site will allow residents to take a short survey, provide general comments and will also include a GIS-based interactive map that they can use to provide detailed, location-specific comments.

Branding the project will also be important. KTUA will develop a logo and consistent color scheme to be used for the entirety of the project.

### Draft Project Goals and Objectives

Based on the input received from the variety of community engagement events and the web site, KTUA will develop draft Complete Streets goals and objectives for local agency and public review. Statewide and regional goals for safety, sustainability, mobility, accessibility, and equity will be reviewed, and will be supplemented to address local context and availability of data. The results of this task will be used to tailor Complete Streets goals and objectives for the City of Meniffee. The goals and objectives will be actionable, measurable, and will consider metrics utilized by other jurisdictions.

The draft goals and objectives will be presented to the Project Advisory Team. Additionally, KTUA will present the goals and objectives to community stakeholders for public input.

### Final Project Goals and Objectives

Based on input received on the draft Complete Streets goals and objectives, KTUA will prepare the final goals and objectives that will be used to guide the preparation of ranking criteria to prioritize improvements. KTUA will prepare a technical memorandum summarizing prioritization based on agency and public comments and responses.

#### DELIVERABLES

- Agenda for Community Engagement Charrette
- Presentations, Notes on Community Input during Events
- Notes on comments received during Pop-up events
- Input received through online website, questionnaires, maps
- Draft Goals and Objectives
- Final Goals and Objectives

### TASK 4: ADVISORY COMMITTEE MEETINGS

The City and the KTUA team will assemble a Project Advisory Team (PAT) to provide a venue for discussion of concepts and solicit input on the plan. The PAT will be assembled through invitations to agency staff and key community members prior to the Analysis phase of the project and a database of contacts from the City, WRCOG, Riverside University Health System, and Riverside County. The KTUA team will build upon the ATPs PAT list and identify additional of community members for involvement that may include members of the City of Menifee Citizens Advisory Committee, Youth Committee, Senior Committee, representatives from the Menifee Union School District, Menifee Police and Fire Departments, and local advocates and stakeholders interested in Complete Streets.



*Interactive PAT Meetings (Menifee ATP)*

The Project Advisory Team will meet on at least three occasions during this project. Both in-person and options for virtual attendance in conformity with COVID-19 state and local guidelines will be provided for attendees.

- The first meeting will be held with participation from the City, and the KTUA team approximately 3-4 months before the community engagement events. The key items on the agenda will include a visioning exercise to identify key issues to address, problem areas to study, locations with the greatest safety challenges, scheduling and location for outreach events, key stakeholders to invite, and strategies for engaging underserved residents.
  - The KTUA team will travel to Menifee for this PAT meeting and will follow proper COVID-19 protocols in place at the time of scheduling. During this visit, the KTUA team will also meet with selected stakeholders, and will tour and photograph the area to assess existing conditions. As part of this meeting, KTUA will provide maps and can emulate a charrette exercise and gather input from PAT members.
- The second PAT meeting will be held approximately two months before the engagement events. The agenda will focus on outreach and planning for the events.
- The third PAT meeting will be held approximately one month after the KTUA team circulates the draft plan goals and objectives following the engagement events. The KTUA team will travel to Menifee to meet with the Project Advisory Team and other key stakeholders to discuss the outline, resolve any issues that might still be pending and review proposed concepts developed during and after the engagement events.
- Additional meetings of the PAT will be scheduled on an as-needed basis. Any additional PAT meeting will be held virtually to be cost effective.

#### DELIVERABLES

- Project Advisory Committee Agendas
- Meeting notes
- List of attendees
- Existing conditions summary
- Action items summary



#### 4 | SERVICE DELIVERY APPROACH | Scope of Work

##### TASK 5: DRAFT AND FINAL PLAN

KTUA will provide a comment summary sheet to track comments and finalize approved feedback from the City. Comments will then be incorporated into the Complete Streets Plan. The draft report will be made available for local agency and public review. Any comments and drafts will be addressed by KTUA.

The Final Report will be published online and promoted through the City's available media outlets. City staff and Consultant will present a summary of the report to the following groups:

- City of Menifee Planning Commission
- City of Menifee Citizen Advisory Committee
- City Parks and Recreation Commission
- City Council

##### DELIVERABLES

- Draft Plan
- Public Review with summary of public comments
- Final Plan that includes a summary of recommendations and next steps towards implementation

##### TASK 6: BOARD REVIEW/APPROVAL

City Staff and KTUA will present the results of the Complete Streets Plan to the City Council for review and approval, to be considered for adoption by reference or amendment to other policy documents and for potential incorporation into work programs.

##### DELIVERABLES

- City Council Meeting Agenda
- Complete Streets Plan presentation
- Meeting minutes with the Council's action



CITY OF MENIFEE | Complete Streets Plan Update - RFP #2023-8 | 34

Menifee Complete Streets Plan Update		KTUA										Kimley-Horn										RHHS																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		
		Principal I	Senior Associate	Associate	Associate / GIS Manager	Senior Planner / Designer	Planner / Designer					Kimley-Horn Project Manager	Planning Lead	Sr. Professional I	Professional	Analyst	Project Support					Program Coordinator	Health Education Assistant	Health Education Assistant																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
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Grand Totals Per Task		
Total Hours		Total Cost
47	\$	2,140
98	\$	14,826
58	\$	6,672
20	\$	1,151
241	\$	32,434.97
109	\$	6,087
74	\$	9,177
356	\$	48,418
72	\$	10,936
28	\$	9,709
16	\$	2,440
655	\$	81,786.73
52	\$	2,886
9	\$	482
491	\$	30,596
0	\$	
20	\$	2,749
8	\$	1,119
177	\$	11,005
18	\$	2,400
16	\$	2,077
785	\$	61,322.74
84	\$	5,834
24	\$	2,429
24	\$	2,429
34	\$	2,429
0	\$	-
24	\$	3,531
11	\$	1,545
22	\$	2,188
22	\$	3,162
236	\$	24,247.06
462	\$	18,562
60	\$	9,900
62	\$	9,039
292	\$	36,503.44
7	\$	934
20	\$	2,850
8	\$	1,089
24	\$	3,183
59	\$	7,856.25

Menifee Complete Streets Plan Update		2023												2024					
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
1	Community Engagement and Data Gathering																		
1.1	Plan Inventory and Technical Memorandum																		
1.2	Data Analysis																		
1.3	GIS Layer updates. City uses ArcGIS																		
1.4	Technical Memorandum on Existing Conditions																		
2	Analysis																		
2.1	Create list of identified stakeholders																		
2.2	Priority Area Identification																		
2.2a	Prepare up to five preliminary engineering concepts																		
2.2b	Review of concepts																		
2.3	Complete Streets Improvements Cost Estimates																		
2.4	Draft and Final Funding Source Matrix																		
3	Public Outreach																		
3.1	Prepare Community Engagement Plan																		
3.1a	Agenda for Community Engagement Charrette																		
3.2	Community Design Charrette																		
3.2a	Integrate a GoHuman demonstration during the multi-day charrette																		
3.2b	Presentations, Notes on Community Input during Events																		
3.3	Pop-Up Events																		
3.4	Digital Media Input, Input received through online website, questionnaires, maps																		
3.5	Draft Project Goals and Objectives																		
3.6	Final Project Goals and Objectives																		
4	Advisory Committee Meetings																		
4.1	Identify Committee Meeting Members, create List of attendees																		
4.2	Committee Meeting #1																		
4.3	Committee Meeting #2																		
4.4	Committee Meeting #3																		
5	Draft and Final Plan																		
5.1	Prepare Draft Plan																		
5.2	Public Review with summary of public comments																		
5.3	Prepare Final Plan that includes a summary of recommendations & next steps towards implementation																		
6	Board Review/Approval																		
6.1	City Council Meeting Agenda																		
6.2	Complete Streets Plan presentation																		
6.3	Meeting minutes with the Council's action																		
6.4	Present Complete Streets Plan to City Council																		

**EXHIBIT 10-H COST PROPOSAL, PAGE 1 OF 3**  
**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Consultant  
 Consultant KTU&A  
 Project No. 2023-8 Contract No. N/A Date 12/02/22

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Joe Punsalan	40	\$56.06	\$2,242.40
Senior Associate	Tom Bertulis	322	\$54.10	\$17,420.20
Outreach Facilitator	Jacob Leon	14	\$42.65	\$597.10
GIS Manager	Alex Samarin	112	\$39.51	\$4,425.12
Senior Planner	Morgen Ruby	515	\$37.02	\$19,065.30
Planner	Mariella Delfino	160	\$26.92	\$4,307.20
				\$0.00

**LABOR COSTS**

a) Subtotal Direct Labor Costs	\$48,057.32
b) Anticipated Salary Increases (see page 2 for calculation)	\$0.00
<b>c) TOTAL DIRECT LABOR COSTS [(a) + (b)]</b>	<b>\$48,057.32</b>

**INDIRECT COSTS**

d) Fringe Benefits Rate: <u>68.04%</u>	<b>e) Total Fringe Benefits [(c) x (d)]</b>	\$32,698.20
f) Overhead Rate: <u>108.60%</u>	g) Overhead [(c) x (f)]	\$52,190.25
h) General and Admin Rate: <u>0.00%</u>	i) Gen & Admin [(c) x (h)]	\$0.00
	<b>j) Total Indirect Costs [(e) + (g) + (i)]</b>	<b>\$84,888.45</b>

**FIXED FEE**

<b>k) TOTAL FIXED FEE [(c) + (j)] x (q)</b>	8.00%	<b>\$10,635.66</b>
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**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description	Quantity	Unit	Unit Cost	Total
Mileage	1560	mile	\$0.620	\$967.20
Multi-Day Charrette hotel	6	per night	\$170.00	\$1,020.00
Outreach Materials (Printing, flyers, etc.)	1		\$400.00	\$900.00
				\$0.00

**l) TOTAL OTHER DIRECT COSTS** **\$2,887.20**

**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

<b>Kimley-Horn and Associates, Inc</b>	<b>\$52,908.90</b>
<b>Riverside University Health Systems Public Health</b>	<b>\$44,971.66</b>

**m) TOTAL SUBCONSULTANTS COSTS** **\$97,880.56**

**N) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** **\$100,767.76**

**TOTAL COST [(c) + (j) + (k) + (n)]** **\$244,349.19**

**NOTES:**

1. Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

**EXHIBIT 10-H COST PROPOSAL, PAGE 2 OF 3**  
**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
 (SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant KTU&A Contract No.                      Date 12/02/22

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)** 44897

Direct Labor Subtotal per Cost Proposal \$48,057.32	Total Hours per Cost Proposal 1,123	=	Avg Hourly Rate \$42.79	5 Year Contract Duration Year 1 Avg Hourly
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**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)**

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$42.79	+	5%	=	\$44.93	Year 2 Avg Hourly
Year 2	\$44.93	+	5%	=	\$47.18	Year 3 Avg Hourly
Year 3	\$47.18	+	0%	=	\$47.18	Year 4 Avg Hourly
Year 4	\$47.18	+	0%	=	\$47.18	Year 5 Avg Hourly

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	1123.0	=	1123.0	Estimated Hours
Year 2	0.00%	*	0.0	=	0.0	Estimated Hours
Year 3	0.00%	*	0.0	=	0.0	Estimated Hours
Year 4	0.00%	*	0.0	=	0.0	Estimated Hours
Total	0%		Total	=	1123.0	

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$42.79	*	1123	=	\$48,057.32	Estimated Hours
Year 2	\$44.93	*	0	=	\$0.00	Estimated Hours
Year 3	\$47.18	*	0	=		Estimated Hours
Year 4	\$47.18	*	0	=		Estimated Hours
	Total Direct Labor Cost with Escalation			=	\$48,057.32	
	Direct Labor Subtotal before Escalation			=	\$48,057.32	
	Estimated total of Direct Labor Salary Increase			=	\$0.00	Transfer to Page 1

**NOTES:**

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

**EXHIBIT 10-H COST PROPOSAL** PAGE 3 OF 3**Certification of Direct Costs:**


I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocatable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of this contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved to Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name:	<u>Joe Punsalan</u>	Title*:	<u>Principal</u>
Signature:		Date of Certification (mm/dd/yyyy):	<u>12/2/22</u>
Email:	<u>joe@ktua.com</u>	Phone Number:	<u>619 294-4477</u>
Address:	<u>3916 Normal Street, San Diego, CA 92103</u>		

\* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Transportation Planning Project Management GIS
--

ICR Acceptance ID  
L2022-1531



**Exhibit 10-H1 Cost Proposal**  
**Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price Contracts**  
 (Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

☐ Prime Consultant    ☒ Subconsultant    ☐ 2nd Tier Subconsultant
Consultant Kimley-Horn and Associates, Inc.Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_ Date 11/29/2022**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	Amy Restelli	66	\$60.44	\$ 3,989.04
Planning Lead	Darryl dePencier	18	\$66.12	\$ 1,190.16
Sr. Professional II	TBD	0	\$91.35	\$ -
Sr. Professional I	TBD	20	\$69.70	\$ 1,394.00
Professional	TBD	22	\$48.63	\$ 1,069.86
Analyst	TBD	192	\$39.85	\$ 7,651.20
Project Support	TBD	8	\$32.34	\$ 258.72
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -

**LABOR COSTS**a) Subtotal Direct Labor Costs \$ 15,552.98b) Anticipated Salary Increases (see Anticipated Salary Increases page for calculation) \$ 778.04c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** **\$ 16,331.02****INDIRECT COSTS**d) Fringe Benefits (Rate: 0.00%)e) Total Fringe Benefits [(c) x (d)] \$ -f) FCCM (Rate: 0.16%)g) FCCM [(c) x (f)] \$ 26.13h) Overhead (Rate: 194.38%)i) Overhead [(c) x (h)] \$ 31,744.23j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** **\$ 31,770.36**FIXED FEE k) **TOTAL FIXED FEE [(c) + (e) + (i) \* fixed fee 10%]** **\$ 4,807.53****l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE**

Description of Item	Quantity	Unit	Unit Cost	Total
Travel/Mileage			\$0.00	
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -

l) **TOTAL OTHER DIRECT COSTS** **\$ -****m) SUBCONSULTANTS' COSTS**Subconsultant 1: \$Subconsultant 2: \$Subconsultant 3: \$Subconsultant 4: \$(m) **TOTAL SUBCONSULTANTS' COSTS** **\$ -**(n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** **\$ -****TOTAL COST [(c) + (j) + (k) + (n)]** **\$ 52,908.90**

## Exhibit 10-H1 Cost Proposal

**Actual Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price Contracts**  
(Calculations for Anticipated Salary Increases)**1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$ 15,552.98 /	326	=	\$47.71 Year 1 Avg Hourly Rate

**2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)**

	Avg Hourly Rate	Proposed Escalation		
Year 1	\$47.71	+ 5%	=	\$50.09 Year 2 Avg Hourly Rate
Year 2	\$50.09	+ 5%	=	\$52.60 Year 3 Avg Hourly Rate
Year 3	\$52.60	+ 5%	=	\$55.23 Year 4 Avg Hourly Rate
Year 4	\$55.23	+ 5%	=	\$57.99 Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each period by total hours)**

	Estimated % Completed Each Period	Total Hours per Cost Proposal	Total Hours per Period
Year 1	22.00%	* 326	= 71.72 Estimated Hours Year 1
Year 2	57.00%	* 326	= 185.82 Estimated Hours Year 2
Year 3	21.00%	* 326	= 68.46 Estimated Hours Year 3
Year 4	0.00%	* 326	= 0 Estimated Hours Year 4
Year 5	0.00%	* 326	= 0 Estimated Hours Year 5
Total	100%	Total	= 326

**4. Calculate Total Costs including Escalation (Multiply average hourly rate by the number of hours)**

	Avg Hourly Rate (calculated above)	Estimated Hours (calculated above)	Cost Per Period
Year 1	\$47.71	* 71.72	= \$3,421.66 Estimated Hours Year 1
Year 2	\$50.09	* 185.82	= \$9,308.46 Estimated Hours Year 2
Year 3	\$52.60	* 68.46	= \$3,600.90 Estimated Hours Year 3
Year 4	\$55.23	* 0	= \$0.00 Estimated Hours Year 4
Year 5	\$57.99	* 0	= \$0.00 Estimated Hours Year 5
Total Direct Labor Cost with Escalation			= \$16,331.02
Direct Labor Subtotal before escalation			= \$15,552.98
Estimated total of Direct Labor Salary			= <b>\$778.04</b> Transfer to Page 1

Period 1 = Contract inception through 6/30/23 Period 2 = 7/1/23 through 6/30/24

Period 3 = 7/1/24 through 6/30/25 Period 4 = 7/1/25 through 6/30/26 Period 5 = 7/1/26 through 6/30/27



## Exhibit 10-H1 Cost Proposal

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost

**Prime Consultant or Subconsultant Certifying:**

Name: Anthony Podegrac Title\*: Vice President  
Signature:  Date of Certification (mm/dd/yyyy): 11/29/2022  
Email: anthony.podegracz@kimley-horn.com Phone Number: 619-234-9411  
Address: 401 B Street, Suite 600, San Diego, CA 92101

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Engineering Services

**EXHIBIT 10-H COST PROPOSAL, PAGE 1 OF 3**  
**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Consultant  
 Consultant Riverside University Health System Public Health - Safe Routes for All  
 Project No. 2023-8 Contract No. \_\_\_\_\_ Date 12/01/22

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Program Coordinator	Valerie Rodrigues	270	\$34.00	\$9,180.00
Health Education Assistant	Staff	255	\$25.00	\$6,375.00
Health Education Assistant	Staff	255	\$25.00	\$6,375.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00

**LABOR COSTS**

a) Subtotal Direct Labor Costs	\$21,930.00
b) Anticipated Salary Increases (see page 2 for calculation)	\$0.00
<b>c) TOTAL DIRECT LABOR COSTS [(a) + (b)]</b>	<b>\$21,930.00</b>

**INDIRECT COSTS**

d) Fringe Benefits Rate: <u>55.59%</u>	<b>e) Total Fringe Benefits [(c) x (d)]</b>	<u>12190.887</u>
f) Overhead Rate: <u>25.00%</u>	g) Overhead [(c) x (f)]	<u>\$5,482.50</u>
h) General and Admin Rate: <u>0.00%</u>	i) Gen & Admin [(c) x (h)]	<u>\$0.00</u>
	<b>j) Total Indirect Costs [(e) + (g) + (i)]</b>	<b>\$17,673.39</b>

**FIXED FEE**

<b>k) TOTAL FIXED FEE [(c) + (j)] x (q)</b>	<u>8.00%</u>	<b>\$3,168.27</b>
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**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description	Quantity	Unit	Unit Cost	Total
Mileage	10	mile	\$100.000	\$1,000.00
Outreach Materials	12	1	\$100.00	\$1,200.00
				\$0.00
				\$0.00

**l) TOTAL OTHER DIRECT COSTS** **\$2,200.00**

**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

	<b>\$0.00</b>
	<b>\$0.00</b>
<b>m) TOTAL SUBCONSULTANTS COSTS</b>	<b>\$0.00</b>
<b>N) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]</b>	<b>\$2,200.00</b>
<b>TOTAL COST [(c) + (j) + (k) + (n)]</b>	<b>\$44,971.66</b>

**NOTES:**

1. Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

**EXHIBIT 10-H COST PROPOSAL, PAGE 2 OF 3**  
**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
 (SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Riverside University Health System Public Health - Safe Contract No.                      Date 12/01/22

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)** 44896

Direct Labor Subtotal per Cost Proposal \$21,930.00	Total Hours per Cost Proposal 510	=	Avg Hourly Rate \$43.00	5 Year Contract Duration Year 1 Avg Hourly
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**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)**

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$43.00	+	5%	=	\$45.15	Year 2 Avg Hourly
Year 2	\$45.15	+	5%	=	\$47.41	Year 3 Avg Hourly
Year 3	\$47.41	+	0%	=	\$47.41	Year 4 Avg Hourly
Year 4	\$47.41	+	0%	=	\$47.41	Year 5 Avg Hourly

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	510.0	=	510.0	Estimated Hours
Year 2	0.00%	*	0.0	=	0.0	Estimated Hours
Year 3	0.00%	*	0.0	=	0.0	Estimated Hours
Year 4	0.00%	*	0.0	=	0.0	Estimated Hours
Total	0%		Total	=	510.0	

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$43.00	*	510	=	\$21,930.00	Estimated Hours
Year 2	\$45.15	*	0	=	\$0.00	Estimated Hours
Year 3	\$47.41	*	0	=		Estimated Hours
Year 4	\$47.41	*	0	=		Estimated Hours
Total Direct Labor Cost with Escalation				=	\$21,930.00	
Direct Labor Subtotal before Escalation				=	\$21,930.00	
Estimated total of Direct Labor Salary Increase				=	\$0.00	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

**EXHIBIT 10-H COST PROPOSAL, PAGE 3 OF 3****Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocatable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of this contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved to Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name:	<u>Valerie Guerrero</u>	Title*:	<u>Program Coordinator</u>
Signature:	<u></u>	Date of Certification (mm/dd/yyyy):	<u>12/2/22</u>
Email:	<u><a href="mailto:v.rodriques@ruhealth.org">v.rodriques@ruhealth.org</a></u>	Phone Number:	<u>951-358-7171</u>
Address:	<u></u>		

\* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Community Engagement

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF  
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

*(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)*

Consultant's Full Legal Name: KTU&A

**Important:** Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

**Indirect Cost Rate:**

Combined Rate 176.64 % OR

Home Office Rate \_\_\_\_\_ % and Field Office Rate (if applicable) \_\_\_\_\_ %

Facilities Capital Cost of Money \_\_\_\_\_ % (if applicable)

Fiscal period \* 1/01/2021 - 12/31/2021

\* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

**Financial Management System:**

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23, United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\);](#) and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost accounts;



- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

**Cost Reimbursements on Contracts:**

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

**All A&E Contract Information:**

- Total participation amount \$ 0.00 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is 52.
- Audit history of the consultant's current and prior years (if applicable)
 

<input type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov't ICR Audit	<input type="checkbox"/> Caltrans ICR Audit
<input checked="" type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> Federal Gov't ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name\*\*: Joe PunsalanTitle\*\*: Vice PresidentSignature: Date of Certification (mm/dd/yyyy): 12/02/2022Email\*\*: joe@ktua.comPhone Number\*\*: 619-294-4477 ext. 127

\*\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.***

**Distribution:** 1) Original - Local Agency Project File  
2) Copy - Consultant  
3) Copy - Caltrans Audits and Investigations

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF  
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

*(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)*

Consultant's Full Legal Name: Kimley-Horn and Associates, Inc.

**Important:** Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

**Indirect Cost Rate:**

Combined Rate \_\_\_\_\_ % OR

Home Office Rate 194.38 % and Field Office Rate (if applicable) \_\_\_\_\_ %

Facilities Capital Cost of Money 0.16 % (if applicable)

Fiscal period \* 1/1/2021 to 12/31/2021

\* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

**Financial Management System:**

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23, United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\)](#); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

**Cost Reimbursements on Contracts:**

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:


- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

**All A&E Contract Information:**

- Total participation amount \$ 209,161,427 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 50.
- Years of consultant's experience with 48 CFR Part 31 is 23.
- Audit history of the consultant's current and prior years (if applicable)
 

<input checked="" type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov't ICR Audit	<input checked="" type="checkbox"/> Caltrans ICR Audit
<input checked="" type="checkbox"/> CPA ICR Audit	<input checked="" type="checkbox"/> Federal Gov't ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name\*\*: Tammy Flanagan Title\*\*: Chief Financial Officer  
 Signature:  Date of Certification (mm/dd/yyyy): 11/28/2022  
 Email\*\*: tammy.flanagan@kimley-horn.com Phone Number\*\*: (919) 677-2000

\*\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

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**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF  
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

*(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)*

Consultant's Full Legal Name: KTU&A

**Important:** Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

**Indirect Cost Rate:**

Combined Rate 176.64 % OR

Home Office Rate \_\_\_\_\_ % and Field Office Rate (if applicable) \_\_\_\_\_ %

Facilities Capital Cost of Money \_\_\_\_\_ % (if applicable)

Fiscal period \* 1/01/2021 - 12/31/2021

\* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

**Financial Management System:**

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23, United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\);](#) and all applicable state and federal rules and regulations.

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- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
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- Ability to ensure costs are in compliance with contract terms and federal and state requirement

**Cost Reimbursements on Contracts:**

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

**All A&E Contract Information:**

- Total participation amount \$ 0.00 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is 52.
- Audit history of the consultant's current and prior years (if applicable)
 

<input type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov't ICR Audit	<input type="checkbox"/> Caltrans ICR Audit
<input checked="" type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> Federal Gov't ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name\*\*: Joe PunsalanTitle\*\*: Vice PresidentSignature: Valerie RodriguesDate of Certification (mm/dd/yyyy): 12/02/2022Email\*\*: joe@ktua.comPhone Number\*\*: 619-294-4477 ext. 127

\*\*\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.***

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## 5 | REQUIRED FORMS | Hourly Rates

KTUA	HOURLY RATE
Senior Principal	\$205
Principal	\$190
Senior Associate II	\$175
Senior Associate I	\$155
Associate II	\$145
Associate I	\$135
Senior Designer/Planner II	\$125
Senior Designer/Planner I	\$115
Designer/Planner	\$105
Administration	\$85

KIMLEY-HORN	HOURLY RATE
Senior Professional II	\$296
Senior Professional I	\$226
Darryl Depencier	\$215
Amy Restelli	\$196
Professional	\$158
Analyst	\$130
Project Support	\$105

RUHS	HOURLY RATE
Program Coordinator	\$34
Health Education Assistant	\$25