



Town of Moraga	Agenda Item
CONSENT	6.6

## **TOWN OF MORAGA**

## **STAFF REPORT**

**To: Honorable Mayor and Councilmembers**

**From: Shawn Knapp, Public Works Director / Town Engineer  
Bret Swain, Senior Civil Engineer**

**Subject: Consider Resolution \_\_\_\_ - 2022 Awarding a Professional Services Agreement for Engineering Services to TJKM Transportation Consultants (Pleasanton, CA) in a Total Amount Not to Exceed \$51,355 for the Development of a Local Road Safety Plan (CIP 21-409) which includes a 15% Contingency of \$6,698; and Authorizing the Town Manager to Execute the Agreement (CEQA Status: Categorically Exempt)**

### **Background**

Federal regulations require each State to have a Strategic Highway Safety Plan (SHSP). An SHSP is a statewide data-driven traffic safety plan that coordinates the efforts of a wide range of organizations to reduce traffic accident fatalities and serious injuries on all public roads. The SHSP establishes goals, objectives, and emphasis (or challenge) areas for future highway safety improvements in coordination with federal, state, local, and private sector safety stakeholders.

A Local Road Safety Plan (LRSP) is a means for providing an opportunity to identify and address unique local and rural road safety needs in local jurisdictions while contributing to the success of the State Highway Safety Plan. The SHSP, and a LRSP, are developed to address the 4 E's of traffic safety: Engineering, Enforcement, Education, and Emergency Services. California Department of Transportation (Caltrans) and the Federal Highway Administration (FHWA) establish guidelines for the preparation of a LRSP.

The LRSP process creates a framework to systematically identify and analyze safety problems, and recommend safety improvements. It also can provide local and rural road owners with an opportunity to address unique road safety needs in their jurisdictions while contributing to the success of the SHSP. Preparing an LRSP facilitates the development of local agency partnerships and collaboration, resulting in a prioritized list of improvements and actions that can demonstrate a defined need and contribute to the statewide plan. The LRSP offers a proactive approach to addressing safety needs and demonstrates agency responsiveness to safety challenges. The

process of developing an LRSP can be tailored to some degree to meet local protocols, needs, and issues.

As part of the Highway Safety Improvement Program (HSIP) Cycle 10 Grant availability notification, Caltrans announced that to be eligible for all future HSIP grant funding opportunities, local agencies would need an approved LRSP.

To assist local agencies in developing their LSRPs, State funding was made available in the form of a grant. The Town of Moraga applied on March 26, 2021, and was awarded \$40,000, with a required match of \$5,000, for the preparation of a LRSP (Federal Project No. LRSPL-5415(015)). There is \$85,000 budgeted in Town's FY 2021/22 Adopted Capital Improvement Program Budget for the development of a Local Road Safety Plan CIP 21-409.

## **Discussion**

### **Request for Proposals and Qualifications (RFP/Q)**

In conformance with the LRSP guidelines provided by the Caltrans and FHWA, staff developed the Request for Proposal/Qualification (RFP/Q) (Attachment C) for the preparation of a LRSP. The RFP/Q and Agreement were prepared based on correspondence with Caltrans. Caltrans would only provide very limited guidance prior to advertisement but was willing to address specific questions posed. Caltrans will still need to review the final selection and award to confirm conformance with State requirements.

Pursuant to the Town's Purchasing Policy and Moraga Municipal Code section 3.04.060, the RFP/Q for engineering design services for the Local Road Safety Plan Project was advertised on December 16, 2021. The Town received proposals from two firms for consideration by the 3:00 pm, January 18, 2022, deadline. Town engineering staff carefully and independently reviewed each firm's qualifications and technical proposals. Each firm was ranked based on the following weighted pre-selected criteria included in the RFP/Q:

- a) understanding of work to be done;
- b) experience with similar projects;
- c) quality of staff for work to be done;
- d) capability to develop innovative solutions or advanced techniques;
- e) familiarity with State and federal procedures;
- f) financial responsibility; and,
- g) demonstrated technical ability.

TJKM was unanimously scored as the preferred firm by all reviewers. Upon completion of the proposals reviewed, the cost proposals were opened, and the cost was evaluated as 30 percent of the overall scoring in conformance with Caltrans standards. Both firms proposed costs for the project were within the amount budgeted within the CIP for the study. TJKM provided this lowest not to exceed cost estimate, marginally lower than Kimley-Horn.

## Community Engagement

TJKM's proposal includes three community stakeholder meetings and three Town Council meetings to provide status updates, solicit feedback and listen to concerns. This is intended to align the LRSP with Town Council and community goals. Town staff would work with TJKM to refine the project schedule to meet Town scheduling needs regarding community meetings and final approval of the LRSP.

## Project Funding

The approved Fiscal Year 2021/22 Capital Improvement Program Budget for the Local Road Safety Plan (CIP 21-209) includes \$70,000 for engineering services, \$7,000 for Contingency costs, and \$8,000 for Administrative expenses from two funding sources: \$40,000 from the HSIP Grant and \$45,000 from Fund 210 - Measure J. TJKM's cost proposal of \$51,355, consisting of \$44,657 plus \$6,698 (15%) contingency, is lower than the \$70,000 budget.

## Project Timeline

The TJKM's Proposal includes the project schedule below based on an assumed award of an Agreement on February 2, 2022, and adoption of the Local Road Safety Plan (LRSP) at the second Council meeting in July when the Council is on hiatus. Staff will work with TJKM on the project schedule to align with scheduled Town Council meetings and strive to bring the LRSP to the July 13, 2022, meeting for adoption.

Task	February				March				April				May				June				July			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
<b>Task 1. Visioning, Project Initiation, &amp; Management</b>																								
Subtask 1.1 Kick-Off Meeting		M																						
Subtask 1.2 Monthly Meetings & Schedule Updates					M				M				M				M				M			
Subtask 1.3 Virtual Stakeholder & Town Council Meetings*						M				M				M				M				M		M
Subtask 1.4 Community Engagement																								
<b>Task 2. Document Review</b>																								
<b>Task 3. Data Collection</b>																								
<b>Task 4. Collision &amp; Roadway Data Analysis</b>																								
Subtask 4.1 Systemic Safety Analysis & Trend Analysis																								
Subtask 4.2 Identify High Risk Network					D1	R	F																	
<b>Task 5. Proposed Ordinance &amp; Policies</b>																								
<b>Task 6. Countermeasure Selection</b>																								
Subtask 6.1 Emphasis Areas																								
Subtask 6.2 Countermeasure Toolbox																								
<b>Task 7. Develop Safety Projects</b>																								
Subtask 7.1 Safety Projects, Cost Estimate, & BCR Analysis													D2	R	R	F								
Subtask 7.2 Implementation Program																								
<b>Task 8. Final Local Roadway Safety Plan (LRSP)</b>																		D3	R	R	R	R	F	

Notes:

D: Draft

R: City Review

F: Final

M: Meeting

\*Specific dates for attendance at Town Council meetings and Stakeholder meetings will be determined with Town staff.

D1=Document Review, Data Collection, Collision and Roadway Data Analysis

D2=Emphasis Areas, Countermeasure Toolbox, and Safety Projects

D3=Draft Report, plus Implementation Program and Ordinance Review

The Metropolitan Transportation Commission (MTC) recently released their initial draft program policy for Federal One Bay Area Grant (OBAG-3) funding which includes the requirements for Agencies to have an adopted LRSP in order to receive Federal funding. The Contra Costa Transportation Authority (Authority) is recommending that \$52 million in grant funding in Contra Costa County be used for 1) Active Transportation (complete streets) projects of Countywide Significance; and 2) Safe Routes to School, bicycle and pedestrian projects. The Authority could, as early as late April, release the

first round call for OBAG-3 grant applications. The LRSP schedule may be further adjusted to allow Moraga to apply for OBAG-3 grant funding.

#### **CEQA**

Study and Design work is categorically exempt from the California Environmental Quality Act (CEQA) per §15306. CEQA analysis for the construction of the Project will be conducted as part of the scope of services under the design contract.

#### **Fiscal Impact**

Funding for the \$44,657 engineering design and study by TJKM and the \$6,698 (15%) contingency is within the FY 2021/ 22 Adopted Budget of \$85,000 for the Local Road Safety Plan Project (CIP 21-409) and is composed of the following sources:

HISP Grant (Fund 005)	\$40,000
<u>Measure J (Fund 210)</u>	<u>\$11,357</u>
Total	\$51,357

Reviewed by Annie To, Administrative Services Director.

#### **Alternatives**

1. Adopt Resolution \_\_\_\_ - 2022; or
2. Adopt the Resolution \_\_\_\_ - 2022 with modifications; or
3. Not adopt attached Resolution \_\_\_\_ - 2022 and provide direction to staff.

#### **Recommendation**

Adopt Resolution \_\_\_\_ - 2022 awarding a Professional Services Agreement for Engineering Services to TJKM Transportation Consultants in a Total Amount Not to Exceed \$51,357 for the development of a Local Road Safety Plan and authorizing the Town Manager to execute the Agreement.

**Report reviewed by: Cynthia Battenberg, Town Manager**  
**Denise Bazzano, Assistant Town Attorney**

#### **Attachments:**

- A. Resolution \_\_\_\_ - 2022 Awarding a Professional Services Agreement for Engineering Services to TJKM Transportation Consultants (Pleasanton, CA) in a Total Amount Not to Exceed \$51,357 for the development of a Local Road Safety Plan (CIP 21-409), which includes a 15% Contingency (\$6,698); and Authorizing the Town Manager to Execute the Agreement (CEQA Status: Categorical Exempt)
- B. Request For Proposals and Qualifications for Engineering Design Services for preparation of Local Road Safety Plan (LRSP) CIP No. 21-409
- C. TJKM's Proposal
- D. TJKM's Cost Proposal

# **ATTACHMENT A**

Resolution \_\_\_\_ - 2022 Awarding a Professional Services Agreement for Engineering Services to TJKM Transportation Consultants (Pleasanton, CA) in a Total Amount Not to Exceed \$51,356.25 for the development of a Local Road Safety Plan (CIP CIP 21-409) for the Project which includes a 15% Contingency (\$6,700); and Authorizing the Town Manager to Execute the Agreement, with minor revisions that may be approved by the Town Manager and the Town Attorney, and to execute any other necessary documents to effectuate the terms of the Agreement and amendments to the Agreement (CEQA Status: Categorically Exempt)

BEFORE THE TOWN COUNCIL OF THE TOWN OF MORAGA

In the Matter of:

Awarding a Professional Services )  
Agreement for Engineering Services to )  
TJKM Transportation Consultants )  
(Pleasanton, CA) in a Total Amount Not to )  
Exceed \$51,357 for the Development of a )  
Local Road Safety Plan (CIP 21-409), )  
which includes a 15% Contingency )  
(\$6,698); and Authorizing the Town )  
Manager to Execute the Agreement )  
(CEQA Status: *Categorically Exempt*) )

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Resolution No. \_\_\_\_ - 2022

**WHEREAS**, in accordance with the Town's Purchasing Policy and Moraga Municipal Code section 3.04.060, Town staff prepared a request for proposals and qualifications ("RFP/Q") for specialized professional services to select the most qualified and experienced consultant firm to provide Engineering Services for the Local Road Safety Plan Project (Project); and

**WHEREAS**, the Fiscal Year 2021/22 Adopted Capital Improvement Program Budget included \$85,000 in funding for the Project; and

**WHEREAS**, the Town issued the RFP/Q on December 16, 2021, for engineering services for the Project; and

**WHEREAS**, on or before 3:00 PM on January 18, 2022, the Town received two (2) proposals from Kimley-Horn and Associates, Incorporated, and TJKM Transportation Consultants (TJKM); and

**WHEREAS**, the proposals received were independently evaluated and scored based on the understanding of work to be done, experience with similar projects, quality of staff for work to be done, capability to develop innovative solutions or advanced techniques, familiarity with State and federal procedures, financial responsibility and demonstrated technical ability; and

**WHEREAS**, additionally, proposals were scored based on cost in conformance with CalTrans standards; and

**WHEREAS**, TJKM was deemed the most qualified and experienced consultant that could complete the above described services; and

**WHEREAS**, TJKM provided the lowest not to exceed cost estimate which was within the Town's Project budget; and

**WHEREAS**, the services that will be provided by TJKM are categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to 14 CCR § 15306, as a preliminary study and other resource evaluation activities which do not result in a serious or major disturbance to an environmental resource and are used strictly for information gathering purposes, or as part of a study leading to an action which a public agency has not yet approved, adopted, or funded.

**NOW, THEREFORE, BE IT RESOLVED** that the Town Council of the Town of Moraga hereby awards a Professional Services Agreement for Engineerings Services to TJKM Transportation Consultants for the development of the Local Road Safety Plan (CIP 21-409) in an amount of \$44,657, in a form approved by the City Attorney and attached hereto, plus \$6,698 (15%) contingency for a Total Amount Not to Exceed \$51,357.

**BE IT FURTHER RESOLVED**, that the Town Manager is authorized to execute the Agreement, with minor revisions that may be approved by the Town Manager and the Town Attorney, and to execute any other necessary documents to effectuate the terms of the Agreement and amendments to the Agreement.

**PASSED AND ADOPTED** by the Town Council of the Town of Moraga at a regular meeting held on February 23, 2022 by the following vote:

**AYES:**  
**NOES:**  
**ABSTAIN:**  
**ABSENT:**

\_\_\_\_\_  
Renata M. Sos, Mayor

Attest:

\_\_\_\_\_  
Marty C. McInturf, Town Clerk

# **ATTACHMENT B**

Request For Proposals and Qualifications for  
Engineering Design Services for preparation of Local  
Road Safety Plan (LRSP) CIP No. 21-409

**REQUEST FOR PROPOSALS AND QUALIFICATIONS FOR  
ENGINEERING DESIGN SERVICES  
FOR PREPARATION OF  
LOCAL ROAD SAFETY PLAN (LRSP) CIP No. 21-409**



*RESPONSES DUE:*

**Thursday, January 13, 2022, at 3:00 PM PST**

Town of Moraga  
Public Works Department - Engineering  
329 Rheem Boulevard, 2nd Floor  
Moraga, CA 94556

This Request for Proposal (RFP) and enclosures, and relevant project information are available at the Town of Moraga website at:

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### Attachments:

A – Sample Consultant Services Agreement

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## **TOWN OF MORAGA**

### **REQUEST FOR PROPOSALS AND QUALIFICATIONS FOR ENGINEERING SERVICES FOR PREPARATION OF LOCAL ROAD SAFETY PLAN (LRSP) CIP No. 21-409**

#### **SECTION 1 INTRODUCTION**

The Town of Moraga (Town) has received State grant funding (LRSP248) for \$40,000 through the California Department of Transportation (CalTrans) for the preparation of a complete Local Road Safety Plan (LRSP). The Town also has local match from Measure J to pay for the Study. The Town is committed to public safety for all users of our public streets and sidewalks. The LRSP will aid the Town in pursuing grant opportunities for projects to enhance public safety and is intended to identify possible safety improvements to the Town's infrastructure and prioritize them.

Notice is hereby given that the Town of Moraga (Town) solicits technical proposals and qualifications (RFP/Q) for engineering design services for the Local Road Safety Plan. The Town is seeking to retain a consultant or team of consultants (Consultant) to deliver an LRSP.

This RFP/Q is available on the Town's website. It is the Consultant's responsibility to check this website to obtain any addenda and any other documentation pertinent to this RFP/Q that may be issued. The deadline to submit the technical and cost proposals is Thursday, January 13, 2022, by 3:00 PM PST. Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Consultant will be considered nonresponsive and rejected. Proposals received after the time and date specified above will be considered nonresponsive and will be returned to the Consultant. Proposals shall be submitted in the format described in the Format and Content for Proposal section of this RFP/Q to:

Bret Swain, Senior Engineer  
Town of Moraga  
Engineering Division (2nd Floor)  
329 Rheem Boulevard  
Moraga, California 94556.  
(925) 888-7025  
[BSwain@Moraga.ca.us](mailto:BSwain@Moraga.ca.us)

#### **SECTION 2 PROJECT DESCRIPTION**

The LRSP shall analyze historical collisions, identify potential roadway hazard concerns, recommend safety improvements, demonstrate the Town's responsiveness to safety challenges, and offer a proactive approach to addressing roadway safety needs for the entire transportation network.

The California Department of Transportation (Caltrans) announced that starting April 2022, applications for Highway Safety Improvement Project Program (HSIP) Cycle 11 funds will require agencies eligible to apply to have an LRSP. This LRSP project does not involve right-of-way or construction.

In general, the LRSP development process should include six steps as outlined in the FHWA entitled Developing Safety Plans, A Manual for Local Rural Road Owners (FHWA-SA-12-017, [https://safety.fhwa.dot.gov/local\\_rural/training/fhwasa12017/fhwasa12017.pdf](https://safety.fhwa.dot.gov/local_rural/training/fhwasa12017/fhwasa12017.pdf)):

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- Step 1: Establish Leadership
  - Step 2: Analyze Safety Data
  - Step 3: Identify and Determine Emphasis Areas
  - Step 4: Identify Strategies
  - Step 5: Prioritize and Incorporate Strategies
  - Step 6: Evaluate and Update the LRSP

## SECTION 3 PRELIMINARY SCOPE OF SERVICES

The preparation of an LRSP shall be tailored to local protocols, needs, and issues. In addition, it shall identify, analyze, and prioritize roadway safety improvements on local roads within the Town. The LRSP shall base traffic safety solutions on the California Strategic Highway Safety Plan's (SHSP) 4E's of traffic safety: engineering, enforcement, education, and emergency services. Additional items to be included should be the stakeholders and processes used to develop the plan, successes realized through past or present efforts, and obstacles or challenges related to implementation. The LRSP shall allow the Town to evaluate the plan's effectiveness and adjust the plan as deemed necessary.

### **Task 1: Visioning, Project Initiation, and Management**

The Consultant shall assist the Town with establishing a vision statement for the LRSP. The Consultant shall develop a Vision, Mission Statement, and Goals. The development of the vision statement will require collaboration between the Consultant, the Town, stakeholders, and safety partners. The Consultant shall address program coordination and sustainability. The Consultant shall champion this Project, identifying the manager responsible for leading outreach efforts and advancing this Project. The Consultant shall identify stakeholders in coordination with the Town and contact stakeholders for outreach efforts, meetings, and informational activities. The Consultant shall convene Working Groups or stakeholder meetings to gather feedback and stakeholder input. The Consultant shall provide support and attend public meetings as requested by Town staff. The Consultant shall attend Town Council meetings to receive feedback from Council as stakeholders early in the process and to gain leadership support of the report at the end. The Consultant shall prepare project materials to be used in engagement efforts, such as project factsheets, presentations, and Questions and Answers.

As part of the Project Management, the Consultant shall attend a project kickoff meeting and regular monthly project management meetings with Town staff to discuss status, budget, schedule updates, ongoing informational needs, and any preliminary findings. The Consultant shall prepare a schedule and update the schedule monthly to present at the meetings. The schedule shall clearly show the time allocated for each task and subtask, start and end dates for each task, subtask, and milestones. The critical path shall be clearly shown. The Consultant shall provide a budget update at each meeting showing by task the budget expended and the ratio of the total budget, budget remaining and ratio, the estimated work completed and remaining to be completed by task. The Consultant shall discuss any schedule or budgetary concerns at the meetings. The Consultant shall be responsible for managing all their resources to meet the budget and schedule and provide a high-quality report that meets the Town's expectations and needs.

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***Deliverable(s):***

- 1.1 Develop a vision statement for the LRSP
- 1.2 Attend virtual stakeholder meetings (3-5 meetings)
- 1.3 Attend Town Council meetings (2-3 meetings)
- 1.4 Electronic materials to support outreach efforts
- 1.5 Project Management

**Task 2: Document Review**

The Consultant shall review pertinent documents applicable to the LRSP. These key documents will help to establish goals for improved safety accommodations for motorists and pedestrians. Listed below are the areas to be examined. In addition, work performed by the Consultant shall be based on, but not limited to, procedures, guidelines, and standards contained in the documents below:

- a. The latest Town of Moraga General Plan
- b. California Systematic Safety Analysis Report Program Guidelines
- c. California Strategic Highway Safety Plan (SHSP)
- d. Caltrans Complete Streets Implementation Action Plan
- e. Caltrans Main Street, California, A Guide to Improving Community and Transportation Vitality
- f. Caltrans Complete Intersections
- g. Caltrans Local Roadway Safety Manual
- h. Caltrans Local Assistance Procedures Manual (LAPM) with current amendments
- i. Caltrans Local Assistance Programs Procedures (LPP), with current amendments
- j. Caltrans Standard Plans, current edition
- k. U.S. Department of Transportation Systematic Safety Project Selection Tool
- l. CalTrans Standard Specifications and Plans
- m. Contra Costa County Standard Plans
- n. FHWA Local and Rural Road Safety Briefing Sheets
- o. FHWA Local and Rural Road Safety Program
- p. FHWA, Systemic Safety Project Selection Tool
- q. FHWA Developing Safety Plans: A Manual for Local Rural Road Owners

**Task 4: Data Collection**

This task involves the collection and organization of data for the LRSP. The primary data elements of interest are collisions involving pedestrians and roadway data. Below are the expectations related to this task:

- 1) The Consultant will collect the latest available 5-year collision history. This data will be utilized to develop the LRSP. Five years of collision data is required to adequately investigate before identifying potential countermeasures. Collision data shall be collected through the Transportation Injury Mapping System (TIMS). The Consultant may need to work with the City's Public Works staff to access additional collision data.

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2) Consultant will conduct a field review to gain an understanding of the City's roadway network and collect various roadway characteristics. Elements to be collected include, but are not limited to: roadway classification, types of users, travel patterns, roadway width, speed (posted and actual), traffic volumes, curves, and traffic control types. Review of digital imagery such as arterial photography and/or "street view" may be used to supplement, but not replace, field review. The consultant will work with the City's Public Works staff as some of the previous elements will be provided by the Department of Public Works. The information collected is necessary to determine priorities and identify where countermeasures can be applied appropriately.

3) Attend Stakeholder meetings and Town Council meeting to gather feedback and relevant information.

***Deliverable(s):***

4.1 Attend virtual stakeholder meetings (3-5 meetings, See Task 1)

4.2 Attend Town Council meetings (2-2 meetings)

**Task 5: Collision and Roadway Data Analysis**

1) Collision data will be reviewed, interpreted, and analyzed to identify predominant collision types and identify roadway features that may have contributed to those collisions.

2) Roadway characteristics will be reviewed, interpreted, and analyzed to determine risk factors associated with nominal safety design. Based upon the issues identified, a list of potential high-risk roadway characteristics will be developed through the systematic safety approach.

3) Infographic maps and tables shall be developed illustrating collision severity and location of collisions.

***Deliverable(s):***

5.1 ArcGIS shapefiles of the mapped collisions and severity annotations.

5.2 Microsoft Excel tables (database) showing the collision data.

**Task 6: Propose Ordinances and Policies**

The Consultant shall review existing Town ordinances and policies. The Consultant shall recommend proposed new ordinances and policies or modifications to existing ordinances and policies, addressing local road safety to support efforts to meet the goals and objectives of the LRSP and increase public awareness of driver behavior issues.

***Deliverable(s):***

5.3 Proposed new Ordinance and Policies

5.4 Proposed Ordinance or Policy revisions

**Task 7: Countermeasure Selection**

1) Based on the types of collisions identified, roadway design, and conditions, Consultant will propose appropriate countermeasures. The list shall include all possible treatments, including driver behavior modification activities, potential collision reductions, and anticipated costs. Additionally, issues which may prevent implementation shall be listed.

2) Countermeasures shall be proposed for: signalized intersections, non-signalized intersections, and roadway segments (for arterial and residential streets). Use of the Crash Reduction Factors provided in the Local Roadway Safety Manual for improving safety performance is encouraged. Consultant will share proposed countermeasures with City staff for input and review.

3) Consultant will develop a prioritized list of countermeasures to serve as the basis for projects developed in the final LRSP. The methodology to determine a prioritized list shall be documented and included in the final LRSP.

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***Deliverable(s):***

- 7.1 Draft List (Microsoft Excel Format) of proposed countermeasures as related to types of collisions, data, and prioritized list.
- 7.2 Draft of methodology used to determine the Prioritized list in Microsoft Word.

**Task 8: Develop Safety Projects**

- 1) The Consultant shall develop a recommended list of safety projects using the list of countermeasures developed in Task 5.
- 2) The recommended projects shall take into consideration fiscal constraints and limitations associated with acceptable deployment within the City roadway network.
- 3) A cost/benefit ratio analysis shall be performed for these projects by using the most current Highway Safety Improvement Program (HSIP) calculation methodology.
- 4) Develop a prioritized list of safety projects documenting the methodology used.
- 5) Provide a detailed summary of prioritized safety projects. The summary will include, but is not limited to, for each project: description of projects, location(s), vicinity map, type of safety improvement(s), estimated cost, and cost/benefit ratio.

***Deliverable(s):***

- 7.1 Prioritized list of safety projects and methodology.
- 7.2 Detailed Summary of prioritized safety projects.
- 7.3 Cost estimates, mapping, and cost/benefit ratio of proposed safety improvements.

**Task 9: Final Local Roadway Safety Plan (LRSP)**

- 1) The Consultant shall propose to present the administrative final draft to Town staff and CalTrans for comments and revisions. Prepare a presentation and present the administrative draft to Town Council for comments and revision prior to preparing the final document.
- 2) The final LRSP will summarize the results of the previous tasks. The Consultant shall submit five (5) bound hard copies and an electronic copy of the final LRSP. The LRSP shall include data collection and analysis process, roadway and collision characteristics, countermeasures being applied, benefit summary, cost/benefit ratio calculations, and a final list of recommended priority safety projects.
- 3) The Final Local Roadway Safety Plan must include, but is not limited to, the following sections:
  - a. Executive Summary
  - b. Engineer's Seal
  - c. Introduction
  - d. Statement of Protection of Data from Discovery and Admissions
  - e. Safety Data Utilized (Collisions, Volumes, Roadway)
  - f. Data Analysis Techniques and Results
  - g. Highest Occurring Collision Types
  - h. High-Risk Corridors and Intersections (Collision History and Roadway Characteristics)
  - i. Countermeasures Identified to Address the Safety Issues

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j. Project Scopes/Descriptions, Prioritized List of Safety Projects, and Project Cost Estimates

k. Attachments and Supporting Documentation

The LRSP is intended to be a formal plan to support local projects to compete and meet the requirements for future grant funding opportunities, including the HSIP. The LRSP will not be considered complete until it has been reviewed and deemed acceptable by the State and the Town. The Final Report shall be stamped by a California-licensed Civil Engineer.

***Deliverable(s):***

- 9.1 Electronic copy (PDF Format) of Administrative Draft Local Roadway Safety Plan (LRSP)
- 9.2 Present administrative draft to staff and Town Council for final feedback and comments
- 9.3 Five (5) bound hard copies of the Final Local Roadway Safety Plan (LRSP)
- 9.4 Electronic Files of the Final Local Roadway Safety Plan in Microsoft Word and PDF Format.

## SECTION 4 FORMAT AND CONTENT OF PROPOSAL

The following requirements are provided for standardizing the preparation and submission of the Proposal by all consultants. The intent is to assist consultants in the preparation of their proposal and to assist the Town and qualifications evaluation committee by providing standards for comparison of consultants' proposals and narrowing qualification requirements.

**Proposal shall contain the following information in the order listed:**

### **1. Introductory Letter (1-page maximum\*)**

Include an introductory (or transmittal) letter. The introductory (or transmittal) letter shall be addressed to:

**Town of Moraga  
ATTN: Mr. Bret L. Swain, P.E.  
Public Works – Engineering Department  
329 Rheem Boulevard  
Moraga, CA 94556**

The letter shall include the Consultant's contact name, mailing address, telephone number, facsimile number, and email address. Include the offices where work will be conducted by the Consultant and listed sub-consultants.

The letter shall state that the Consultant and all sub-consultants shall comply with all local, state, and federal requirements (where applicable).

The Consultant shall disclose any financial, business, or other relationship with the Town that may have an impact upon the outcome of the contract. The Consultant shall also list all current clients who may have a financial interest in the outcome of this contract.

The letter shall also indicate any conflicts or non-acceptability of the terms and conditions of the Town's proposed agreement, including all of the attachments to the agreement (See Attachment A). Proposed deviations and modifications to the contract agreement shall be noted and supporting reasons provided. The Town will not consider changes to the agreement once consultant selection has been completed. If necessary, the proposed deviations and modifications, along with the reasoning, therefore, may be

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attached as an appendix to the proposal.

The letter shall be signed by a principal of the firm authorized to legally bind the firm. Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Consultant will be rejected.

Provide project names, descriptions, contact names, current email addresses, and current telephone numbers for three (3) public agency references of similar project experience that illustrate the quality and past performance of the project team. References shall be employees of the owners of the Project referenced with direct knowledge of the projects and experience working with the Consultant on said projects.

The letter shall state that the technical proposal and cost proposals for the Town of Moraga LRSP are valid until April 2024. The letter shall also contain a statement that the proposer has no exceptions to the Town's Consultant Services Agreement or will list any exceptions in the proposal that they may request if selected. Note that listing exceptions does not indicate that the Town will agree to said exceptions if selected. The proposer may be required to accept the Consultant Services Agreement without modifications.

## **2. Executive Summary (2 pages maximum)**

Include a one-page summary of how the firm plans on managing multiple phase projects. Briefly describe the Consultant's project understanding and approach, experience, and qualifications dealing with similar projects and why the Consultant should be selected for this Project. Briefly describe staffing and resources needed, key staff experience, and how staff will be utilized throughout the project durations.

## **3. Project Understanding and Approach (2 pages maximum)**

Describe Consultant's understanding of the Town's needs, federal, state, and other regulatory requirements and guidelines, and the project approach. Identify the possible and/or recommended approach and procedure for accomplishing the project goals. Discuss potential barriers to overcome and critical tasks applicable to the Project. Provide information about how the Project will be completed and on project constraints or coordination issues. You may also describe how your team is best suited to address the key issues.

## **4. Proposed Scope of Work (4 pages maximum)**

Provide a clear, detailed, precise description of the work or services to be performed. The proposed scope of work shall address the tasks identified in this RFP. Other tasks, work items, or services that the Consultant believes are applicable to the Project may also be included. The Scope of Work shall include a schedule tied to the date of the execution of the contract with the Consultant, which shows the anticipated completion times for each task. All tasks, subtasks, and milestones shall be clearly shown in the schedule and the critical path identified. The schedule shall include subtasks and appropriate times for meetings and agency review processes.

The Scope of Work shall be formatted in such a manner that it can be included into the Town's standard contract and provided in a file type compatible with Microsoft Word.

## **5. Previous Project Experience and List of key Personnel (4 pages maximum)**

Identify Consultant's and sub-consultants project manager(s), principal engineer(s), project engineer(s), and/or other key personnel. Describe the responsibilities of each and show the relationships on an Organizational Chart. Include previous project experience similar to the subject project, ability, and capacity for undertaking and performing the work. Identify the current availability of all key personnel.

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Key personnel is all personnel performing more than five percent of the billable work on the Project. Include a statement that all personnel shown exceed five percent of the billable work proposed. No personnel not key to this Project shall be included and could count adversely toward the score. The Town must approve any changes in key personnel and sub-consultants after the award of contract before any change can be made.

#### **6. Copies of resumes, licenses, certificates, and degrees/diplomas (No page limit)**

The proposal shall include resumes for all key personnel proposed to perform work on this project, including but not limited to the project manager and the principal engineer. Key personnel is all personnel performing more than five percent of the billable work on the Project. Do not include information or resumes of personnel not key to this Project. Include copies of all licenses, certificates, and degrees applicable to this Project and shown on the resumes. Resumes shall be limited to four pages per person.

Provide a list of all key personnel, other consultants, specialists, or experts proposed to be employed by the Consultant on this project in accordance with the Town's proposed agreement (Attachment A). including each individual's name, company, project position, email address, phone number, and address. The list shall be formatted in such a manner that it can be included into and provided in an electronic file type compatible with Microsoft Word.

#### **7. Non-Collusion Statement (1-page maximum)**

The Consultant shall include within their Proposals a statement of Noncollusion that clearly states the following:

"The Consultant declares, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Consultant has not directly or indirectly induced or solicited any other Consultant to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Consultant or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Consultant has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Consultant or any other Consultant, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Consultant, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Consultant has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal."

#### **8. Certification of Insurance Requirements (No Page Limit)**

Provide verification from your insurance agent that they understand and can comply with the Town's insurance requirements and form types (Attachment A). Include a written statement that the contract form, conflicts of interest provisions, and insurance are understood. The individual authorized to negotiate the final contract must sign the letter.

#### **9. Other Requirements (No Page Limit)**

Additionally, proposals shall include:

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- A. A written statement by the Consultant shall allow all state, county, and Town of Moraga officials access to the place of work, books, documents, papers, fiscal, payroll materials, and other relevant contract records pertinent to this Project. All relevant records shall be retained for at least three years.
  - B. A written statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
  - C. A written statement that the Consultant shall comply with the California Labor Code.
  - D. A statement of disclosure of lobbying activities. Submit a Caltrans Local Assistance Procedures Manual (LAPM) Exhibit 10-Q.

The Consultant will not be allowed to bid on, or benefit from, a construction contract to perform the project work.

The Consultant shall provide all necessary personnel, instruments, equipment, and materials to perform the described services.

### **10. Statement of Financial Responsibility**

The Town wants assurances that the proposed entity has the financial capability to complete the proposed project. The Consultant shall furnish financial information that accurately describes the financial stability. The Consultant shall provide the prior two years of audited financial statements, including tax returns, balance sheets and income statements of the proposing Consultant.

In order to minimize the potential risk of default due to financial issues, the Town reserves the right to request additional documentation throughout proposal process and the life of the Contract. The Consultant shall certify in writing that Consultant has the financial resources to sustain its operations during development of the LRSP, including the time required for the Town to pay the Contractor after acceptance.

The Consultant shall certify in writing, to the best of its knowledge and belief that the Consultant, the Consultant's subcontractor(s) or any personnel related to the Contract to be awarded are not presently debarred, suspended, proposed for debarment or declared ineligible for the award of Contracts by any State or federal agency. Additionally, the Consultant shall certify in writing that the Consultant is not insolvent, filing or preparing to file bankruptcy, currently under bankruptcy, and has not been in bankruptcy within prior 3 years.

At the Town's option, a proposal may be deemed non-responsive if certification, as specified in this section, is not submitted with the Consultants Proposal. Additional financial information may be required by CalTrans and shall be submitted by the proposing Consultant upon request.

### **11. Cost Proposal (submitted in a separate sealed envelope)**

**Consultants shall submit a fee proposal in a separate and sealed envelope clearly labeled "Town of Moraga – Local Roadway Safety Plan Fee Proposal".** The Town will negotiate with the top-ranked consultant in compliance with all applicable State, and local guidelines. Fee proposal shall include all tasks required to perform the work with a maximum not-to-exceed fee for each task and a grand total not-to-exceed fee. The fee proposal must contain a task and fee breakdown of all components of cost, including labor base rate, overhead, and all other direct and indirect costs. The fee proposal must match the scope of services, in format, as presented within the RFP.

The method of payment for the contract will be the Specific Rate of Compensation method as described

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in Chapter 10 of the LAPM. Include a completed Exhibit 10-H2 Cost Proposal for the proposing Consultant and all sub-consultants.

## **12. Exceptions to Contract**

Clearly identify and include any exception to the Contract. The Town of Moraga reserves the right to accept or reject any or all proposals or to waive any defects or irregularities in the proposals or selection process. Entrance into a contract is dependent upon approval by the California Department of Transportation. Selection is also subject to State/Caltrans review, acceptance, and compliance with Caltrans Local Assistance Procedures Manual – in particular Chapter 10 and applicable Exhibits therein.

## **13. Proposal Submittal Delivery**

The Consultant shall submit four (4) hard copies and one (1) PDF copy on USB (Flash drive) of the technical Project proposal. Submit one (1) hard copy and one (1) PDF copy on USB (Flash drive) of the cost proposal in a separate sealed envelope. Submittals shall be clearly marked on the outside with the proposing company name, and Proposal for Preparation of Local Road Safety Plan (LRSP), Town of Moraga, Public Works, 329 Rheem Blvd, Moraga, CA 94556

Any proposal submitted after the specified time and date will not be considered and returned unopened. Any proposal submitted prior to the time and date specified above may be withdrawn or modified by a written request of the proposer so long as the modified RFP is received prior to the time and date specified. Proposals and submittals that do not conform to the requirements, including page limits, may be rejected.

## **SECTION 5 OTHER DELIVERABLES REQUIRED**

The successful Consultant(s) shall enter into a Consulting Services Agreement with the Town of Moraga and submit the following items within at least ten (10) business days prior to Town Council award:

- A. Copy of Certificate of Insurance which shows compliance with the requirements set forth in Attachment A and naming the Town of Moraga as an additional insured.
- B. Completed IRS W-9 tax form.
- C. Any CalTrans forms or documentation, such as LAPM Exhibit 10-K, required for CalTrans approval.

## **SECTION 6 CONSULTANT SELECTION**

The Town intends to select a consultant based upon the information in the proposal submitted in response to this RFP will be reviewed for responsiveness in accordance with the Town of Moraga procedures, Local Assistance Procedure Manual, and any other applicable state or federal requirements. The prospective Consultant's Proposal will be evaluated and ranked according to the criteria provided below. The selection panel will be generally composed of Town employees but may include other agency employees.

<b>CRITERIA</b>		<b>MAXIMUM POINTS</b>
1	Understanding of Work to be done	12
2	Experience with similar work	12
3	Quality of staff for work to be done	12
4	Capability to develop innovative solutions or advanced techniques	8

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5	Familiarity with State and federal procedures	8
6	Financial responsibility	8
7	Demonstrated technical ability	10
8	Cost	30
<b>Total</b>		<b>100</b>

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### 1. Cost Proposal and Final Scope of Work

To streamline the process and proceed in a time-efficient manner, interviews will not be conducted. The winning proposer will attend a scoping meeting with Town staff to review the project and ensure that the Consultant has a complete understanding of the work required. The Town will provide the Consultant with as much material as is available regarding the Project.

If agreement cannot be reached with the top ranked Consultant, negotiations will proceed with the next most qualified Consultant.

Review of the proposals and contract negotiations with the top ranked Consultant will be conducted in compliance with the method for Non-A/E consultants outlined in Chapter 10 of the LAPM. A formal notice to proceed to the selected Consultant will occur immediately following the Town of Moraga's award of the contract to the selected Consultant and CalTrans approval.

### 2. Anticipated Schedule

Issue RFP	Thursday, December 16, 2021
Written Questions	Tuesday, January 4, 2022, at 5:00 PM
Due Proposals Due	Thursday January 13, 2022, at 3:00 PM
Notify Selected Consultant	(Tentatively) January 31, 2022
Award	(Tentatively) February 2022
Execute Contract	(Tentatively) February 2022

## SECTION 7 OTHER INFORMATION

A sample of the proposed agreement is attached hereto as Attachment A. The Consultant shall adhere to the provisions of this agreement. The Consultant shall advise the Town of any provision they cannot accept.

This RFP and relevant project documents are available at the Town of Moraga website, as noted elsewhere in this RFP.

All questions relating to this RFP must be addressed in writing (email is acceptable) to Bret Swain, Town of Moraga Public Works, 329 Rheem Boulevard, Moraga, CA 94566, or at [BSwain@moraga.ca.us](mailto:BSwain@moraga.ca.us) and received no later than the time specified in Section V.

Questions received after this time will not be answered. Questions and responses will be posted on the website noted elsewhere in this RFP. It will be the proposer's responsibility to periodically review the website for addenda and responses to questions and to review any additional information that the Town may provide.

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## **1. Permits and Codes**

The selected Consultant will comply with all laws, codes, rules and regulations of the State, County, and Town, applicable to the work to be performed at the Town's location(s). The Consultant shall pay all lawful charges, shall obtain all permits lawfully required.

## **2. Financial Management and Accounting System Requirements**

The Consultant must have an adequate financial management and accounting system as required by the most current LAPM guidelines. The Town will not award a contract to a consultant that does not have an adequate financial management and accounting system.

Compensation under any contract or sub-contract resulting from this RFP will be based on audited rates developed through a qualifying Tulare County or other government audits.

## **3. Disclaimer**

- A. This RFP does not commit the Town to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The Town reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified firm, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the Town to do so.
- B. Where funds allocated to this Project are not made available, withheld, or reduced by any federal, state, regional, or local government entity, the Town of Moraga is under no obligation to fund this project, including, but not limited to, any agreement that may be negotiated for consulting services which is the subject of this RFP.
- C. The prospective Consultant is advised that should this RFP result in a recommendation for the award of a contract. The contract will not be in force until it is approved and fully executed by the Town, which will include approval by the California Department of Transportation.
- D. Any consulting firm selected must, as a condition of entering into any agreement with the Town, comply with any requirements imposed upon the Town by any federal, state, regional, or local public agency or entity, which has agreed to provide funding for this study, including, but not limited to, any agreement or amendment that may be negotiated for professional consulting services which is the subject of this RFP.
- E. The consulting firm will bear all costs incurred in the preparation and submission of proposals and related documentation.
- F. The Town reserves the right to award the contract to the proposer who presents the proposal, which best accomplishes the desired results in the judgment of the Town.
- G. This RFP does not constitute an offer of employment or to contract for services.
- H. Contract award as a result of this RFP will be made without discrimination based on race, color, religion, age, sex, or national origin.
- I. The Town reserves the option to accept or reject any or all proposals, wholly or in part, received by reason of this request and make an award, or no award, by reason of the Town's judgment as to its best interests.
- J. All documents submitted to the Town in response to this RFP will become the exclusive property of the Town and may be returned to the proposer or kept by the Town, at the sole discretion of the Town.

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- K. All proposals shall remain firm for four (4) months or 120 days following the closing date for receipt of proposals.
- L. Any contract awarded pursuant to this RFP will incorporate the requirements and specifications contained in this RFP. All information presented in a consulting firm's proposal will be considered binding upon selection of the successful proposer unless otherwise modified and agreed to by the Town during subsequent negotiations.
- M. The selected consulting firm must be qualified to provide the requested services, be able to satisfy all insurance requirements of the Town and be available to commence work according to the proposed schedule contained in this RFP.
- N. Under the provisions of the California Public Records Act (the "Act"), Government Code section 6252 et seq., all "public records" (as defined in the Act) of a local agency, such as the Town, must be available for inspection and copying upon request of any person. Under the Act, the Town may be obligated to provide a copy of any and all responses to this RFP if such requests are made after the contract is awarded. One exception to this required disclosure is information that fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial, or other data whose public disclosure could cause injury to the proposer's competitive position. If any consulting firm believes that information contained in its response to this RFP should be protected from disclosure. In that case, the consulting firm **MUST** specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

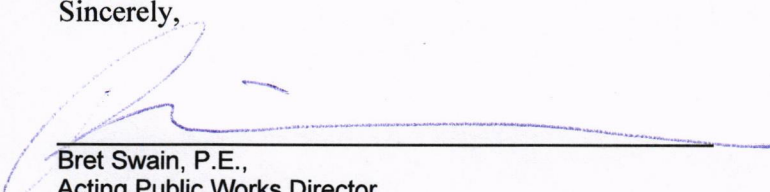
**NOTICE:** The data on pages [ ] of this response identified by an asterisk (\*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the consulting firm's competitive position. Proposer requests that such data be used only for evaluation of the response but understands that the disclosure will be limited to the extent the Town considers proper under the law. If an agreement is entered into with the consulting firm, the Town shall have the right to use or disclose the data as provided in the agreement unless otherwise obligated by law.

The Town will not honor any attempt by a consulting firm to designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the RFP is protected from disclosure under the Act, consulting firm shall indemnify, defend, and hold harmless the Town arising out of such dispute, lawsuit, claim or demand.

## SECTION 8 CONCLUSION

Thank you for considering the Town's RFP/Q for this Project. Several documents are provided as attachments to this RFP/Q to facilitate proposers' development of a technical and cost proposal.

Sincerely,



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Bret Swain, P.E.,  
Acting Public Works Director  
Office Number: (925) 888-7025

# **ATTACHMENT A**

## **AGREEMENT AND ATTACHMENTS**

(PENDING LEGAL REVIEW, TO BE INSERTED AT A LATER DATE)





# Town of Moraga

PUBLIC WORKS/ENGINEERING  
DEPARTMENT

## ADDENDUM NO. 1

January 4, 2022

### **TOWN OF MORAGA REQUEST FOR PROPOSALS AND QUALIFICATIONS LOCAL ROAD SAFETY PLAN (LRSP) CIP 21-409**

To: Prospective Proposers and Interested Parties

This Addendum shall be considered as a part of the Request for Proposal for the subject project as though it had been issued at the same time and shall be incorporated integrally therewith.

Bidders shall acknowledge receipt of this Addendum in the Proposal.

1. *Because questions are due later today, January 4 at 5 PM, we were wondering if the Professional Services Agreement would be released today prior to the Q&A deadline?*

Yes (See Attachment).

2. *Under Section 3 – Preliminary Scope of Services, there is a Task 2 and then it jumps to a Task 4. Is there a missing Task 3 or do I need to keep the Tasks as outlined as I layout my proposal, schedule, and budget?*

This is a typo, Task 4 should be renumbered as Task 3, and consistently all subsequent task renumbered one less

3. The Deadline for submittal of Written Questions has been extended until 5:00 PM, January 6, 2022.

4. The Deadline for submittal of the Proposals has been extended until 3:00 PM, January 18, 2022.

5. The attached Draft Agreement Example is to be incorporated as Attachment A of the Request for Proposal.

Reviewed by

1/4/22

Bret Swain, P.E.

Date

Senior Engineer, Moraga Public Works

Attachments: 1. Draft Agreement Example

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the TOWN OF MORAGA, hereinafter called the "Town", and \_\_\_\_\_, hereinafter called the "Consultant." Town and Consultant shall be sometimes collectively referred to as "Parties."

### Recitals

WHEREAS, Town desires to obtain engineering services in connection with Local Road Safety Plan Project ("Project"); and

WHEREAS, Consultant hereby represents and warrants to the Town that Consultant is fully qualified to perform the services described in Section 2 of this Agreement by virtue of specialized experience and training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Town desires to retain Consultant pursuant to this Agreement to provide the services described in Section 2 of this Agreement.

### Agreement

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Recitals. The Parties agree that the foregoing recitals are true and correct and are hereby incorporated as terms of the Agreement.

2. Scope of Services. Consultant shall perform the services set out in the "Scope of Work" attached hereto as Exhibit "A".

3. Time of Performance. The services of Consultant are to commence no sooner than \_\_\_\_\_, 2022 and, subject to Town Council approval, be completed not later than \_\_\_\_\_, 2022. Consultant shall perform its services in accordance with the schedule in Exhibit "B." Any changes to these dates in either this Section 3 or Exhibit "B" must be approved in writing by the Director of Public Works or its representatives.

4. Compensation and Method of Payment.

A. Compensation. The compensation to be paid to Consultant, including both payment for professional services and reimbursable expenses, shall be at the rate and schedules attached hereto as Exhibit "C". However, in no event shall the amount Town pays Consultant exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_). Payment by Town under this Agreement shall not be deemed a waiver of unsatisfactory work, even if such defects were known to the Town at the time of payment.

B. Timing of Payment. Billing for said services shall be made every thirty days. Town shall review Consultant's billing statement and pay Consultant for services rendered within 30 days of receipt of a complete billing statement that meets all requirements of this Agreement.

C. Changes in Compensation. Consultant will not undertake any work that will incur costs in excess of the amount set forth in Section 4(A) without prior written amendment to this Agreement.

D. Taxes. Consultant shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by Consultant.

E. No Overtime or Premium Pay. Consultant shall receive no premium or enhanced pay for work normally understood as overtime, i.e., hours that exceed forty (40) hours per work week, or work performed during non-standard business hours, such as in the evenings or on weekends. Consultant shall not receive a premium or enhanced pay for work performed on a recognized holiday. Consultant shall not receive paid time off for days not worked, whether it be in the form of sick leave, administrative leave, or for any other form of absence.

F. Litigation Support. Consultant agrees to testify at Town's request if litigation is brought against Town in connection with Consultant's report. Unless the action is brought by Consultant or is based upon Consultant's negligence, Town will compensate Consultant for the preparation and the testimony at Consultant's standard hourly rates, if requested by Town and not part of the litigation brought by Town against Consultant.

5. Amendment to Scope of Services. Town shall have the right to amend the Scope of Services within the Agreement attached hereto as Exhibit A, by written notification to the Consultant. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Failure of the Consultant to secure Town's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum meruit, etc. for work done without the appropriate Town authorization.

6. Duties of Town. Town shall provide all information requested by Consultant that is reasonably necessary to performing the Scope of Services. Town retains all rights of approval and discretion with respect to assignment of any projects or undertakings contemplated by this Agreement.

7. Ownership of Documents. Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by the Consultant under the Agreement shall be vested in the Town, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of the Town. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made

available, upon request, to the Town without restriction or limitations on their use. Consultant may retain copies of the above-described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of Town during the term of this Agreement, unless required by law.

8. Employment of Other Consultants, Specialists or Experts. Consultant will not employ or otherwise incur an obligation to pay other consultants, specialists or experts for services in connection with this Agreement without the prior written approval of the Town. Any consultants, specialists or experts approved by Town are listed in Exhibit "D."

9. Conflict of Interest.

A. Town and Consultant will comply with the requirements of the Town's Conflict of Interest Code adopted pursuant to California Government Code §87300 et seq., the Political Reform Act (California Government Code §81000 et seq.), the regulations promulgated by the Fair Political Practices Commission (Title 2, §18110 et seq. of the California Code of Regulations), California Government Code §1090 et seq., and any other ethics laws applicable to the performance of the Services and/or this Agreement. Consultant may be required to file with the Town Clerk a completed Form 700 before commencing performance of the Services unless the Town Clerk determines that completion of a Form 700 is not required, pursuant to Town's Conflict of Interest Code. Form 700 forms are available from the Town Clerk.

B. Consultant may not perform Services for any other person or entity that, pursuant to any applicable law or regulation, would result in a conflict of interest or would otherwise be prohibited with respect to Consultant's obligations pursuant to this Agreement. Consultant agrees to cooperate fully with Town and to provide any necessary and appropriate information requested by Town or any authorized representative concerning potential conflicts of interest or prohibitions concerning Consultant's obligations pursuant to this Agreement.

C. Consultant may not employ any Town official, officer or employee in the performance of the Services, nor may any official, officer or employee of Town have any financial interest in this Agreement that would violate California Government Code §1090 et seq. Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of Town. If Consultant was an employee, agent, appointee, or official of Town in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 et seq., the entire Agreement is void and Consultant will not be entitled to any compensation for Consultant's performance of the Services, including reimbursement of expenses, and Consultant will be required to reimburse Town for any sums paid to Consultant under this Agreement. Consultant understands that, in addition to the foregoing, penalties for violating Government Code §1090 may include criminal prosecution and disqualification from holding public office in the State of California.

10. Breach of Agreement. Any violation by Consultant of the requirements of this provision will constitute a material breach of this Agreement, and the Town reserves all its rights and remedies at law and equity concerning any such violations.

11. Liability of Members and Employees of Town. No member of the Town and no other officer, employee or agent of the Town shall be personally liable to Consultant or otherwise in the event of any default or breach of the Town, or for any amount which may become due to Consultant or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

12. Indemnity.

A. To the maximum extent permitted by law, Consultant shall, at its own expense, indemnify, defend with counsel acceptable to the Town, (which acceptance will not be unreasonably withheld), and hold harmless Town and its officers, officials, employees, agents and volunteers and the granting agency identified in the Grant Agreement ("Indemnitees") from and against any and all liability, loss, damage, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, claims expenses, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature, whether actual, alleged or threatened, arising out of or in connection with the Services or Consultant's failure to comply with any of the terms of this Agreement, regardless of any fault or alleged fault of the Indemnitees.

B. If Consultant is a "design professional," as defined in California Civil Code Section 2782.8(c), Consultant shall indemnify, defend, and hold the Indemnitees harmless against Liability only to the extent such Liability arises out of, pertains to, or relates to Consultant's negligence, recklessness, or willful misconduct. In such an event, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage of fault.

C. The obligations in this Section 12 shall survive termination of this Agreement.

13. Consultant Not an Agent of Town. Consultant, its officers, employees and agents shall not have any power to bind or commit the Town to any decision.

14. Independent Contractor. Consultant and Town agree that the Consultant will perform the Services as an independent contractor and not as an employee or agent of the Town. Persons employed or utilized by Consultant in the performance of the Services will not be employees or agents of the Town and in the performance of the Consultant's Services, Town shall have no control over the method or means of Consultant's performance of the Services. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

15. Compliance with Laws.

A. General. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations. Consultant represents and warrants to Town that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to Town that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession.

16. Workers' Compensation. Consultant certifies that it is aware of the provisions of the California Labor Code, which require every employee to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Consultant certifies that it will comply with such provisions before commencing performance of this Agreement.

17. Prevailing Wage. Consultant and Consultant's subconsultants, shall, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates to workers and professionals as determined by the Director of Industrial Relations of the State of California pursuant to California Labor Code, Part 7, Chapter 1, Article 2. Labor Code section 1720 defines "construction" work for which prevailing wages must be paid to include, among other things, "work performed during the design, site assessment, feasibility study and other pre-construction phases of construction." Copies of the applicable wage determination are on file at the Town's Public Works Department office.

A. Injury and Illness Prevention Program. Consultant certifies that it is aware of and has complied with the provisions of California Labor Code Section 6401.7, which requires every employer to adopt a written injury and illness prevention program.

B. Town Not Responsible. The Town is not responsible or liable for Consultant's failure to comply with any and all of said requirements.

18. Confidential Information. All data, documents, discussions or other information developed or received by or for Consultant in performance of this Agreement are confidential and not to be disclosed to any person except as authorized by Town, or as required by law.

19. Insurance.

A. Minimum Scope of Insurance. Consultant agrees to have and maintain, for the duration of this Agreement the following minimum levels of insurance coverage:

(1) Consultant agrees to have and maintain, for the duration of this Agreement, a General Liability insurance policy insuring it and its firm to an amount not less than \$1,000,000 (One Million Dollars) combined single limit per occurrence and in the aggregate for bodily injury, personal injury and property damage.

(2) Consultant agrees to have and maintain for the duration of this Agreement an Automobile Liability insurance policy insuring it and its staff to an amount not less than \$1,000,000 (One Million Dollars) combined single limit per accident for bodily injury and property damage.

(3) Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by Consultant or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than \$1,000,000 (One Million Dollars) on a claims-made annual aggregate basis. Consultant shall procure the professional errors and omissions liability insurance described herein and shall ensure that the policy provides and allows for a reporting period of at least four (4) years after the professional liability policy expires.

(4) A Workers' Compensation and Employers' Liability policy written in accordance with the laws of the State of California and providing coverage for any and all employees of Consultant:

(a) This policy shall provide coverage for Workers' Compensation (Coverage A).

(b) This policy shall also provide required coverage for Employers' Liability (Coverage B.)

(5) All of the following endorsements are required to be made a part of each of the required policies, except for the Professional Liability and Workers' Compensation and Employers' Liability policies, as stipulated below:

(a) "The Town of Moraga, its employees, officers, agents and volunteers are hereby added as additional insureds, but only as respects work done by, for, or on behalf of the named insured."

(b) "This policy shall be considered primary insurance as respects any other valid and collectible insurance the Town may possess, including any self-insured retention the Town may have, and any other insurance the Town does possess shall be considered excess insurance only and shall not contribute with it."

(c) "This insurance shall act for each insured and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company."

(6) Consultant shall provide to the Town all certificates of insurance with original endorsements effecting coverage required by this paragraph. Certificates of such insurance shall be filed with the Town on or before commencement of performance of this

Agreement. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

(7) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.

(8) Consultant's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

B. All Coverages. Each insurance policy required shall provide that coverage shall not be canceled, except after 30 days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file with the Town Manager at all times during the term of this Agreement.

C. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Town. At the Town's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

20. Assignment Prohibited. Neither the Town nor Consultant may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation hereunder shall be void and of no effect.

21. Termination of Agreement.

A. This Agreement and all obligations hereunder, except for those indemnity obligations set forth in Section 11, may be terminated at any time, with or without cause, by the Town upon 5 days' written notice to Consultant. Consultant may terminate this Agreement upon 30 days' written notice to Town.

B. If Consultant fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, Town may terminate this Agreement immediately upon written notice.

C. Upon termination with or without cause, all finished and unfinished documents, Project data and reports shall, at the option of the Town, become its sole property and shall, at Consultant's expense, be delivered to the Town or to any party it may so designate.

D. In the event termination is without cause, Consultant shall be entitled to any compensation owing to it hereunder up to the time of such termination, it being understood that any payments are full compensation for services rendered prior to the time of payment; provided, however, that Consultant shall be entitled to compensation for work in progress at the time of termination.

22. Suspension. The Town shall have the authority to suspend this Agreement and the services contemplated herein, wholly or in part, for such period as he/she deems necessary due to unfavorable conditions or to the failure on the part of the Consultant to perform any provision of this Agreement. Consultant will be paid for satisfactory Services performed through the date of temporary suspension. In the event that Consultant's services hereunder are delayed for a period in excess of six (6) months due to causes beyond Consultant's reasonable control, Consultant's compensation shall be subject to renegotiation.

23. Amendment. This Agreement and all exhibits referenced herein constitutes the complete and exclusive statement of the agreement between Town and Consultant shall supersede any previous agreements, whether verbal or written, concerning the same subject matter. This Agreement may be amended or extended from time to time by written agreement of the parties hereto.

24. Interpretation. This Agreement shall be interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

25. Time of the Essence. Time is of the essence of this Agreement. Consultant shall not be responsible for delays caused by circumstances beyond the Consultant's, including subconsultant's and vendor's, reasonable sole control.

26. Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first-class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Town: Shawn Knapp, Public Works Director/Town Engineer  
Town of Moraga  
329 Rheem Blvd  
Moraga, CA 94556

If to Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

27. Consultant's Books and Records.

A. 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 services, or expenditures and disbursements charged to Town for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant.

B. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Town Attorney, Town Auditor, Town Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to Town for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

D. Town may, by written request by any of the above-named officers, require that custody of the records be given to Town and that the records and documents be maintained in the Town Manager's office. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

28. Equal Employment Opportunity. Consultant is an equal opportunity employer and agrees to comply with all applicable state and federal regulations governing equal employment opportunity. Consultant will not discriminate against any employee or applicant for employment because of race, age, sex, creed, color, sexual orientation, marital status or national origin. Consultant will take affirmative action to ensure that applicants are treated during such employment without regard to race, age, sex, creed, color, sexual orientation, marital status or national origin. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-offs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

29. Town Not Obligated to Third Parties. Town shall not be obligated or liable for payment hereunder to any party other than the Consultant.

30. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

31. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

32. Exhibits/Precedence of Documents. The following exhibits are attached to this Agreement and incorporated herein by this reference:

Exhibit A: Scope of Services

- Exhibit B:     Schedule
- Exhibit C:     Compensation
- Exhibit D:     Other Consultants, Specialists or Experts Employed by Consultant
- Exhibit E:     Provisions for State Agency (CalTrans) Only Funded Projects

Any conflict between or among this Agreement and any exhibit will be governed first by this Agreement and then the exhibits, in the order listed above, except that Exhibit E, and any provision required by a Project funding source (whether or not included in Exhibit E), will take precedence over any conflicting provision, regardless of where located.

33.     Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

34.     News Releases/Interviews. All Consultant and subconsultant news releases, media interviews, testimony at hearings and public comment shall be prohibited unless expressly authorized by the Town.

35.     Venue. In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the County of Contra Costa, California.

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement as of the date first above written.

TOWN OF MORAGA

CONSULTANT

By:

---

Cynthia Battenberg,  
Town Manager

By:

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Name:

---

Title:

---

ATTEST:

By:

---

Marty McInturf,  
Town Clerk

Address:

---

---

Phone No:

---

APPROVED AS TO FORM:

By:

---

Michelle Marchetta Kenyon,  
Town Attorney

FUNDING:

By:

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Norman Veloso,  
Administrative Services Director

## EXHIBIT A

### Scope of Services

[to be inserted]

## EXHIBIT B

### Schedule of Performance

[to be inserted]

## EXHIBIT C

Compensation

[to be inserted]

## EXHIBIT D

Other Consultants, Specialists or Experts Employed by Consultant

[To be Inserted]

## EXHIBIT E

### Mandatory Term and Conditions For State Agency (Caltrans) Only Funded Projects

**EXHIBIT E**  
**PROVISIONS**  
**FOR STATE AGENCY (CALTRANS) ONLY-FUNDED PROJECTS**  
(**Not** for Use When Federal Funds are Used)

**ARTICLE I      CONSULTANT'S REPORTS OR MEETINGS**

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the TOWN's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with TOWN's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

**ARTICLE II      STATEMENT OF WORK**

This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the TOWN and/or State. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

**ARTICLE III      PERFORMANCE PERIOD**

- A. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on TOWN until the AGREEMENT is fully executed and approved by TOWN.

**ARTICLE IV      ARTICLE V ALLOWABLE COSTS AND PAYMENTS**

*(Town of Moraga uses Specific Rates of Compensation, Use [Exhibit 10-H2: Cost Proposal Format](#))*

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Agreement.
- C. CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.
- D. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. CONSULTANT will be responsible for transportation and subsistence costs in excess of State rates.
- E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of a Contract amendment for a revised milestone cost estimate from the

Contract Administrator before exceeding such estimate.

- F. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by TOWN and the California Department of Transportation (CalTrans) and notification to proceed has been issued by TOWN'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.
- G. CONSULTANT will be reimbursed in accordance with the agreement upon receipt by TOWN'S Contract Administrator of itemized invoices. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the AGREEMENT. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and CIP number. Credits due TOWN that include any equipment purchased under the provisions of Article VII Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to TOWN's Contract Administrator at the following address:
- H. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in the AGREEMENT, no payment will be made until the deliverable has been satisfactorily completed.

## **ARTICLE V      COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

The CONSULTANT shall conform with all the Cost Principles and Administrative Requirements of the Town and for State of California Non-A/E Grant funding administered through the California Department of Transportation.

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, excluding sections 200.318 to 200.326.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to TOWN.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.
- E. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- F. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- G. CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, excluding sections 200.318 to 200.326.

- H. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., are subject to repayment by CONSULTANT to the TOWN.
- I. The approved Indirect Cost Rate (ICR), specified in Exhibit C, shall be fixed for the term of this Agreement and no adjustment will be made unless both Parties are in mutual agreement.
- J. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions of this article.

## **ARTICLE VI RETENTION OF RECORD/AUDITS**

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and TOWN shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under the AGREEMENT. TOWN, Caltrans Auditor, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

## **ARTICLE VII AUDIT REVIEW PROCEDURES**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by TOWN'S Administrative Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by TOWN'S Administrative Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by TOWN will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, TOWN, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by TOWN Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by TOWN at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, State, TOWN or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- F. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, TOWN will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Government Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

1. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
  2. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
  3. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
- G. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
- H. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
- I. CONSULTANT may submit to TOWN final invoice only when all of the following items have occurred:
1. IOAI accepts or adjusts the original or revised independent CPA audited ICR;
  2. all work under this AGREEMENT has been completed to the satisfaction of TOWN; and,
  3. IOAI has issued its final ICR review letter.

The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO TOWN no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between TOWN and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

## **ARTICLE VIII SUBCONTRACTING**

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

No retainage will be held by the TOWN from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the TOWN's prior written approval. EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

## **ARTICLE IX EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES**

- A. Prior authorization in writing by TOWN's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by TOWN's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
  - 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, TOWN shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit TOWN in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established TOWN procedures; and credit TOWN in an amount equal to the sales

price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by TOWN and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by TOWN.

2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

## **ARTICLE X        STATE PREVAILING WAGE RATES**

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at TOWN construction sites, at TOWN facilities and at off-site locations that are set up by the construction CONSULTANT or one of its subconsultants solely and specifically to serve TOWN projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
  1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
    2. The information contained in the payroll record is true and correct.
    3. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
    4. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by TOWN representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
      - (a) A certified copy of an employee's payroll record shall be made available for inspection or furnished

to the employee or the employee's authorized representative on request.

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

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

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

knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

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

#### G. Hours of Labor

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

provided in §1815.

#### H. Employment of Apprentices

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

### **ARTICLE XI      CONFLICT OF INTEREST**

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

### **ARTICLE XII      REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

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

### **ARTICLE XIII      NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE**

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with

the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by TOWN to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the TOWN upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or TOWN shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin.

#### **ARTICLE XIV DEBARMENT AND SUSPENSION CERTIFICATION**

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury

under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
  2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
  3. Does not have a proposed debarment pending; and
  4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to TOWN. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

#### **ARTICLE XV INSPECTION OF WORK**

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

#### **ARTICLE XVI SAFETY**

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by TOWN Safety Officer and other TOWN representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, TOWN has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

#### **ARTICLE XVII OWNERSHIP OF DATA**

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of TOWN, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, TOWN shall be entitled to, and CONSULTANT shall deliver to TOWN, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to TOWN which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by TOWN.

- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of TOWN without restriction or limitation upon its use or dissemination by TOWN.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by TOWN for another project or project location shall be at TOWN's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. TOWN may permit copyrighting reports or other Agreement products. If copyrights are permitted; the AGREEMENT shall provide that the TOWN shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

#### **ARTICLE XVIII CONFIDENTIALITY OF DATA**

- A. All financial, statistical, personal, technical, or other data and information relative to TOWN's operations, which are designated confidential by TOWN and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by TOWN relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or TOWN's actions on the same, except to TOWN's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by TOWN, and receipt of TOWN'S written permission.

#### **ARTICLE XIX KEY PERSONNEL**

- A. CONSULTANT may not change any key personnel identified in its proposal without TOWN's approval



# Town of Moraga

PUBLIC WORKS/ENGINEERING  
DEPARTMENT

## **ADDENDUM NO. 2**

**January 12, 2022**

### **TOWN OF MORAGA REQUEST FOR PROPOSALS AND QUALIFICATIONS LOCAL ROAD SAFETY PLAN (LRSP) CIP 21-409**

To: Prospective Proposers and Interested Parties

This Addendum shall be considered as a part of the Request for Proposal for the subject project as though it had been issued at the same time and shall be incorporated integrally therewith.

Bidders shall acknowledge receipt of this Addendum in the Proposal.

1. *In Section 6 of the RFP, it states, "Include copies of all licenses, certificates, and degrees applicable to this Project and shown on resumes." Is the Town looking for hard scanned copies of licenses, certificates, and diplomas to illustrate degrees of key personnel?*

Yes, please attach scanned copies of any relevant licenses, certificates or degrees purported in the resumes.

2. *In the RFP under Section 1. Introductory Letter (1-page maximum\*) it states: "The letter shall also indicate any conflicts or non-acceptability of the terms and conditions of the Town's proposed agreement, including all of the attachments to the agreement (See Attachment A)". It also states in Section 12. Exceptions to Contract to "Clearly identify and include any exception to the Contract". Can the Town please clarify if it wants contract exceptions, if any, in the Introductory Letter or in Section 12?*

For the Introductory letter, you just need to include a statement indicating that the terms and conditions of the Town's agreement are acceptable including all attachments to the agreement, or that some terms and conditions may not be acceptable and refer to the section in the proposal where specific items of nonacceptability are detailed out.

3. *Can the Town please confirm that it wants a 10H2, typically for On-Calls and/or As-Needed Services, not a 10H1 which shows the breakdown of hours for the project?*

The Town does not need the Form 10H2 included in the proposal. The Town did some research and found that other agencies posting RFPs for the LRSP, who had specified the form, had utilized 10H2. We have discussed this RFP with CalTrans, but did not receive a definitive response as to a preference to 10H2 or 10H1. CalTrans will however, review the documentation after we proceed through the recruitment process.

The submittal of the form at this stage was done to help expedite the process. However, it is not necessary to the review and ranking of proposals as long as we receive the detailed cost break down and proposed fees, and billing rates schedule that will align with the rates and costs acceptable to CalTrans. The Town would be willing to receive the form after the proposals are reviewed and ranked, if the selected consultant can provide the form and all supporting backup expeditiously and fully acceptable to CalTrans.

Reviewed by



1/12/2022

Bret Swain, P.E.

Date

Senior Engineer, Moraga Public Works

# **ATTACHMENT C**

TJKM's Proposal



PROPOSAL & STATEMENT OF QUALIFICATIONS FOR  
**Engineering Design Services for  
Preparation of Local Road Safety Plan  
(LRSP)**

CIP No. 21-409

JANUARY 13, 2022



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Town of Moraga  
ATTN: Mr. Bret L. Swain, P.E.  
Public Works – Engineering Department  
329 Rheem Boulevard  
Moraga, CA 94556

January 13, 2022

**Subject: Proposal for the Preparation of Local Road Safety Plan (LRSP)**

Dear Mr. Swain:

**TJKM Transportation Consultants** (TJKM) is pleased to submit our Proposal for the Engineering Design Services for the Preparation of Local Road Safety Plan for the Town of Moraga. We are confident that the TJKM Team will meet the goals and objectives for this project, all while exceeding your expectations within budget and on schedule. TJKM is a transportation planning, traffic operations, and engineering firm providing services throughout California, Florida, and Texas. Founded in 1974, TJKM currently has a staff of 40 employees with key offices in Pleasanton, San Jose, Sacramento, Inglewood, Santa Rosa, Fresno, California; as well as Tampa, Florida; and Austin, Texas. Our projects range in size from short-term engagements developing meaningful safe mobility solutions for all for a wide range of transportation issues to long-term planning for new developments, communities, and transportation systems. TJKM has been involved in more than 8,000 transportation projects, and averages over 240 new projects each year. We have assembled a dedicated team of in-house experts who have the demonstrated capabilities to meet the technical, managerial, and schedule challenges to be encountered on this project.

**Project Team & Firm Experience**

To meet the specific needs of the Town, we are pleased to propose Ms. Ruta Jariwala, PE, TE as the Project Manager for this contract. She has 22 years of professional experience in the areas of traffic operations, transportation planning, freeway and arterial management studies, signal coordination, traffic signal systems, traffic impact studies/EIRs and intelligent transportation systems planning, design and construction oversight. Ms. Jariwala will be supported by our Deputy Project Manager, Mr. Cory Peterson. Mr. Peterson has five years of experience in transportation planning and GIS work, specializing in Local Roadway Safety Plans, bicycle and pedestrian planning, safety studies, long-range transportation plans and studies, and grant writing/administration. He serves as a Transportation Planner for TJKM. The TJKM Team brings current knowledge and experience to the Town and is ready to "hit the ground running."

**References**

Ismael Hernandez, City of Dinuba  
405 East El Monte Way, Dinuba, CA 93618  
(559) 591-5900, [ihernandez@dinuba.ca.gov](mailto:ihernandez@dinuba.ca.gov)

Andrew Yang, City of Millbrae  
621 Magnolia Avenue, Millbrae, CA 94030  
(650) 259-2393, [ayang@ci.millbrae.ca.us](mailto:ayang@ci.millbrae.ca.us)

Junming Li, City of Antioch  
200 H Street, Antioch, CA 94509  
(925) 779-7025, [jli@antiochca.gov](mailto:jli@antiochca.gov)

**Statements**

TJKM staff in the Pleasanton and San Jose, California; as well as Austin, Texas offices will work on this proposal. TJKM shall comply with all local, state, and federal requirements (where applicable). TJKM does not have any financial, business, or other relationship with the Town that may have an impact upon the outcome of the contract. TJKM accepts the terms and conditions of the Town's proposed agreement, including all of the attachments. The technical proposal and cost proposals for the Town of Moraga LRSP are valid until April 2024.

**Contact & Commitment**

As President of the firm, I am authorized to bind TJKM to a contract and you have my personal assurance that all the resources necessary to address the Town's needs will be made available and ready to perform when the opportunity arises. I can be reached at (408) 410-2977 or via email at [namin@tjkm.com](mailto:namin@tjkm.com). During the proposal process, please feel free to contact Ms. Jariwala via phone at (408) 421-0768 or via email at [rjariwala@tjkm.com](mailto:rjariwala@tjkm.com). Mr. Peterson can be reached via phone at (512) 757-7660 or via email at [cpeterson@tjkm.com](mailto:cpeterson@tjkm.com). All mail correspondence can be sent to our corporate office at 4305 Hacienda Drive, Suite 550, Pleasanton, CA 94588. Thank you for considering TJKM for this project.

Sincerely,

**TJKM Transportation Consultants**

Nayan Amin, TE, President



**TJKM Transportation Consultants** (TJKM) is pleased to submit our Proposal/Qualifications for the Engineering Design Services for the Preparation of Local Roadway Safety Plan for the Town of Moraga.

## EXECUTIVE SUMMARY

### Summary

TJKM, founded in 1974, is a transportation planning, traffic engineering, traffic operations, and firm that provides professional services throughout California, Texas, and Florida. TJKM currently has a staff of 40 employees with offices in Pleasanton, San Jose, Inglewood, Fresno, Sacramento, and Santa Rosa, CA; Austin, TX; and Tampa, FL. For over 47 years, more than 3,500 satisfied clients have entrusted TJKM with their critical work. We serve a full-range of clients, including municipalities, congestion management agencies, metropolitan planning organizations, transportation agencies, private developers, other consulting firms, and attorneys. TJKM has been involved in more than 8,000 transportation projects throughout California, and averages about 240 new projects each year. TJKM's primary service categories include transportation planning, traffic safety, traffic engineering design (including PS&E), traffic operations, corridor studies, Intelligent Transportation Systems (ITS), and multimodal studies. Our motivation comes from satisfying clients' objectives and improving communities. TJKM has a strong roster of both public and private sector clients and continually builds upon this base.

TJKM is excited at the opportunity to work with the Town of Moraga to prepare their Local Road Safety Plan (LRSP). We understand that the Town received a Caltrans LRSP grant and matching funds from Measure J, and is seeking to develop the plan in order to address traffic safety in Moraga and be eligible for Highway Safety Improvement Program (HSIP) Cycle 11 grant funding. The LRSP will include data driven analysis, stakeholder outreach, and an implementation plan to assist the Town in implementing the identified countermeasures, 5E's strategies - Education, Engineering, Enforcement, Equity, and Emergency Medical Services (EMS), and safety projects. The LRSP will help the Town to further its traffic safety goals and bring together Town staff and stakeholders to help address them.

Mr. Nayan Amin, TE, Principal-In-Charge, Ms. Ruta Jariwala, PE, TE, Project Manager, and Mr. Cory Peterson, Deputy Project Manager will lead our team. All are highly experienced in working on LRSP and Systemic Safety Analysis Report (SSAR) projects and will be supported by a talented team of professionals. TJKM has the distinct advantage of having worked on safety studies (namely LRSP's and SSAR's) all across California. We have developed a process that allows us to work with our clients to understand their unique traffic safety issues, identify high-crash areas, recommend context sensitive countermeasures, and develop implementable safety projects. We have also been highly successful in securing grant funding for our clients. In the HSIP Cycle 10 call for projects, we helped secure over **\$25 million** for our clients, or over **11% of the funding** awarded statewide. Through this, we understand the process and methodology to conduct a successful LRSP.

Based on our experiences conducting LRSP's and SSAR's, TJKM has identified the following key components of developing the Moraga LRSP:

- Determining Visions and Goals
- Analyzing Collision Trend
- Identifying Countermeasures and Non-Engineering Strategies
- Engaging and Integrating Stakeholder Input
- Prioritizing Actions and Identifying Funding Strategies

Our proposed scope of work consists of eight main tasks that will encompass all of the necessary subtasks needed to prepare a successful LRSP:

- **Task 1: Visioning, Project Initiation, and Management:** In this task, TJKM will hold a project Kick-Off Meeting and keep in contact with the Town's Project Manager with monthly project meetings. TJKM is proposing to hold three virtual stakeholder meetings to solicit input from Town staff, emergency response personnel, school district, businesses, community members, or others identified by the Town. We will also present at up to three Town Council meetings. Under this task, a project website with an interactive mapping tool will be developed.
- **Task 2: Document Review:** TJKM will review the Town's relevant planning documents and ensure the LRSP is developed in accordance with local, regional, state, and federal standards.
- **Task 3: Data Collection:** Our team will collect the most recent five years of collision data, as well as other roadway data and conduct field observations.



- **Task 4: Collision and Roadway Data Analysis:** TJKM will analyze the obtained collision data to identify trends and develop a network of the top 10 intersections and top 10 roadway segments in Moraga where severe collisions are occurring.
- **Task 5: Propose Ordinances and Policies:** TJKM will review the Town's existing ordinances and policies and propose any amendments to address traffic safety.
- **Task 6: Countermeasure Selection:** Under this task, TJKM will identify appropriate Emphasis Areas with 4E's strategies and engineering countermeasures to address the identified traffic safety issues in Moraga.
- **Task 7: Develop Safety Projects:** We will develop safety projects with realistic cost estimates, and then prioritize them for implementation.
- **Task 8: Final LRSP:** TJKM will develop the Draft and Final LRSP for Town and stakeholder review. We are also proposing to develop two HSIP Cycle 11 applications on behalf of the Town.

## Relevant Experience

### LOCAL ROADWAY SAFETY PLANS & SYSTEMIC SAFETY ANALYSIS REPORTS EXPERIENCE

TJKM has extensive experience in developing safety programs and viable safety projects for small, medium, and large cities and counties across California. TJKM's team has successfully delivered Systemic Safety Analysis Reports (SSAR's) for the cities of Crescent City, Pittsburg, Yuba City, Concord, Dinuba, and Counties of Del Norte, San Luis Obispo, and Yuba. We have also completed LRSP's for the Cities of Folsom, Dinuba, and Farmersville.

Our team is currently conducting LRSP's for the Cities of Pinole, Antioch, Pittsburg, San Bruno, Napa, Culver City, Glendale, Yorba Linda, San Bruno, Isleton, Chowchilla, Williams, Cupertino, and the Counties of Solano, Merced, and Tulare. TJKM is also conducting multi-jurisdictional LRSP's in the counties of Kern, Mendocino, and Santa Clara. Recently, the City of Patterson and the County of Yuba also awarded their LRSP's to TJKM. The map below shows our relevant safety project experience across California.





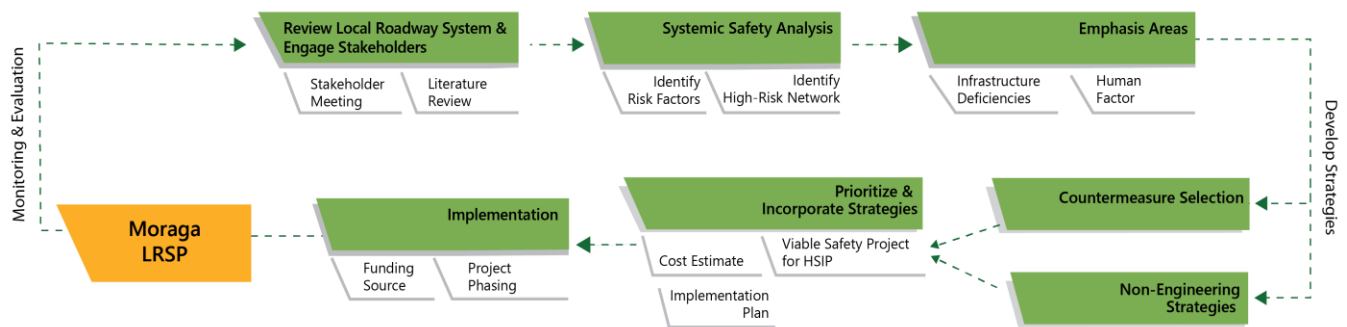
## PROJECT UNDERSTANDING & APPROACH

TJKM understands that the Town of Moraga is seeking comprehensive services to develop a LRSP. We understand that, based on Caltrans HSIP guidelines, a LRSP will be required for applying in the Cycle 11 call-for-projects and in future cycles.

The overarching goal of a LRSP is to reduce fatal and severe injury traffic collisions. The LRSP will include at a minimum:

- Literature Review
- Safety (Collision) Analysis
- Countermeasure Toolbox
- Viable Safety Projects
- Implementation Plan

The LRSP is implemented through a holistic approach incorporating the 5E's of traffic safety (Education, Engineering, Enforcement, Equity, and EMS) that will enhance safety for all modes of transportation. A successful LRSP will also identify viable safety projects with reasonable cost estimates and phasing. It will contain a monitoring mechanism to evaluate effectiveness of the plan itself. The following flow chart details our approach to complete the LRSP:





# PROPOSED SCOPE OF WORK

The scope TJKM proposes builds on the RFP and has been expanded based on our experience developing numerous LRSP's.

## TASK 1. VISIONING, PROJECT INITIATION, & MANAGEMENT

### Subtask 1.1 Kick-Off Meeting

Within a week of notice-to-proceed, TJKM will facilitate a virtual project Kick-Off Meeting with the Town's Project Manager (PM) and other suggested departmental staff. The purpose of the meeting will be to:

- Discuss and define specific goals of the LRSP with respect to crash reduction
- Discuss and finalize the tasks to perform, timeline, and project milestones
- Discuss critical data needs and data analysis
- Discuss potential list of stakeholders

TJKM will prepare meeting materials including agenda, sign-in sheets, and related handouts, PowerPoint presentations (if necessary), and summarize meeting notes and action items.

### Subtask 1.2 Monthly Meetings and Schedule Updates

TJKM expects constant correspondence with Town's PM during the development of the LRSP. We will also facilitate monthly meetings to ensure the project is on track and within budget. We assume that the meetings will be held, under COVID-19 situation, through Zoom virtual conferencing. For each meeting, TJKM will prepare an agenda, updated schedule, meeting minutes and action items.

### Subtask 1.3 Virtual Stakeholder and Town Council Meetings

This task includes identifying and meeting with stakeholders whom should be involved in the development of the LRSP. We have scoped for three (3) virtual stakeholder meetings for the duration of the LRSP development. TJKM will also attend and present at Town Council meetings up to three (3) times as necessary to inform Town Council on the status of the project and to solicit any feedback and listen to comments and concerns. The intent of the meetings and ongoing interactions is to solicit input with regard to transportation safety concerns associated with the 5E's. It also ensures the vision of the LRSP aligns across departments and community members. TJKM proposes to meet with the group three times.

At the Kick-Off Meeting, TJKM will work with the Town's PM to obtain a roster of potential stakeholders and begin the recruitment process of the stakeholder group. This could include community residents, businesses, schools, and first responders. We will assist the Town in preparing electronic outreach materials, such as fact sheets. The stakeholder group will also be asked to review and comment on the Draft

LRSP. TJKM will remain in contact with the stakeholders throughout the project and respond to their inquiries.

### Subtask 1.4 Community Engagement

Our team understands that the key to a successful LRSP is to ensure that community input informs the subsequent recommendations of the LRSP. We propose to center the community engagement process on a project website with an interactive map input tool. The project website will consist of 1) project overview, 2) progress update; 3) upcoming events, and 4) **interactive map input**. We will generate Town specific URLs, e.g., Moragasafeststreets.com. We will work with Town staff to promote the project website on Town's official website and social media (e.g., Facebook, Instagram, Next Door, YouTube, and Twitter) pages with graphics and verbiages. We will maintain and frequently update the website with latest project information.

### Task 1 Deliverables

- ✓ Meeting agendas and minutes for all meetings
- ✓ Project schedule and updates
- ✓ Stakeholder meetings (up to three (3) virtual meetings), meeting agendas and minutes for all meetings
- ✓ Town Council Meetings (up to three (3) meetings)
- ✓ Project website with interactive map tool

## TASK 2. DOCUMENT REVIEW

The purpose of this task is to ensure the LRSP vision and goals are aligned with prior planning efforts and that the potential E's strategies are consistent with local and regional policies, guidelines, and programs. TJKM will first collect and review documents pertaining to the LRSP, such as the Town's General Plan, any bicycle/pedestrian plans, neighborhood plans Plan Bay Area 2050, etc. We will summarize contents and key transportation projects and efforts to address traffic safety of the aforementioned documents in a Technical Memorandum. Based on our firm's experience we will ensure the LRSP is developed in consistence with the following documents:

- Town of Moraga General Plan
- Contra Costa County Standard Plans
- California Systematic Safety Analysis Report Program Guidelines
- Caltrans Complete Streets Implementation Action Plan
- Caltrans Main Street, California, A Guide to Improving Community and Transportation Vitality
- Caltrans Complete Intersections
- Caltrans Local Roadway Safety Manual (LRSM) (April 2020)

- Caltrans Local Assistance Procedures Manual (LAPM) with current amendments
- Caltrans Local Assistance Programs Procedures (LPP), with current amendments
- Caltrans Standard Plans, current edition
- Caltrans Standard Specifications and Plans
- U.S. Department of Transportation Systematic Safety Project Selection Tool
- National Association of County Engineers (NACE) – A Template for Local Roadway Safety Plan
- Federal Highway Administration (FHWA) – Local and Rural Road Safety Briefing Sheets: Local Road Safety Plans
- FHWA – Developing Safety Plans: A Manual for Local and Rural Road (2012)
- FHWA – Systemic Safety Project Selection Tool (2013)
- FHWA – Local and Rural Road Safety Program
- California's Strategic Highway Safety Plan (SHSP)
- Highway Safety Manual (HSM)
- NACTO, American Association of State Highway and Transportation Officials (AASHTO), California Manual on Uniform Traffic Control Devices (MUTCD)

### TASK 3. DATA COLLECTION

**Collision Data.** TJKM will obtain the latest five years of collision data from the Transportation Injury Mapping System (TIMS) and the Statewide Integrated Traffic Records System (SWITRS) for crosschecking. We will reference supplemental information from the Town, such as additional collision data or a complaint database, if available.

**Volume Data.** We will work closely with Town staff to obtain Average Daily Traffic (ADT) volumes and intersection turning movement counts available from Town's recent studies, e.g., Engineering and Traffic Survey, traffic impact studies, etc.

**Field Observation.** TJKM will conduct field reconnaissance for verifying roadway configurations and infrastructure deficiencies and opportunities for improvements. We will identify major **risk factors** attributed to historical collisions. The following are roadway features that we will record:

- Multimodal activity, demand, and behavior
- Right of way information, including number of lanes, lane width, median type and width, shoulder type and width (if any)
- Pavement markings and signage
- Horizontal and vertical curvature, super-elevation, delineation or advance warning devices
- Presence of lighting
- Sight Distance

- Intersection traffic control device, including number of signal heads vs. number of lanes, presence of back plates, etc.
- Intersection skew angle
- Intersection located in or near horizontal curve
- Presence of left-turn or right-turn lanes
- Left-turn phasing
- Allowance of right-turn-on-red
- Overhead versus pedestal mounted signal heads
- Pedestrian crosswalk presence, crossing distance, signal head type
- Posted speed limit or operating speed
- Presence of nearby railroad crossing
- Location and presence of bus stops

As identified in Task 1, TJKM will lead up to three (3) virtual stakeholder meetings and up to three (3) Town Council meetings to gather feedback, information, and answer or address any questions or concerns.

### Task 3 Deliverables

- ✓ *Collision and roadway data*
- ✓ *Field observations*

### TASK 4. COLLISION & ROADWAY DATA ANALYSIS

#### Subtask 4.1 Systemic Safety Analysis and Trend Analysis

TJKM will conduct a Town-wide collision analysis with an emphasis on Fatal and Severe Injury (F+SI) collisions. This will be a data-driven process including the following steps:

- Collision Trend: analyzing and summarizing collision distribution including severity, travel mode, trend over time, lighting conditions, weather conditions, time of day, demographics of the victims and parties at-fault, collision type, and violation category.
- Collision Profile: combining collision factors to identify prominent collision types.

We will produce GIS-based mappings, charts, and other visualizations to help inform decision-making. We will summarize the collision analysis and maps in a technical memorandum.

#### Subtask 4.2 Identify High-Risk Network

This is a critical step to identify collision-prone locations throughout the Town so that future incidents can be prevented. Primarily, TJKM will identify a high-risk network, which will include a list of the top 10 high-risk intersections and top 10 roadway segments in Moraga. These can be used to examine roadway geometry or other factors and later apply systemic countermeasures to other locations with similar characteristics.

**Location Ranking/EPDO:** TJKM proposes to use the Equivalent Property Damage Only (EPDO) methodology

from the HSM, to identify and rank the locations from most needing safety improvement to the least.

**GIS Coding and Processing.** TJKM will identify collisions within 250 feet of an intersection for calculating EPDO. For roadway segments, we will employ the Sliding Window Algorithm as per the HSM to partition a Town's roadway system into equal segments (0.3 mile). A 0.3-mile "window" then slides by an increment of 0.1 mile to identify the segments of roadways for safety improvements.

#### Task 4 Deliverables

- ✓ *Draft and Final Memorandum summarizing Task 4*
- ✓ *GIS shapefiles and Excel sheets of the collision database, high-risk network database*

#### TASK 5. PROPOSED ORDINANCES AND POLICIES

TJKM will review existing Town ordinances and policies in order to determine areas where revisions to existing ordinances and policies or creation of new ordinance or policies will recommend the necessary resources to continue to move the Town towards a sustained and successful effort in addressing traffic safety.

#### Task 5 Deliverables

- ✓ *Proposed new Ordinance and Policies or Policy revisions*

#### TASK 6. COUNTERMEASURE SELECTION

##### Subtask 6.1 Emphasis Areas

Based on the collision history analyzed, high-risk network identified, and stakeholder input, TJKM will identify up to **10 emphasis areas**. The emphasis areas could include infrastructure deficiencies, collision types, and human factors. Each emphasis area will include a description, objective, target outcome, the potential 5E's strategies, lead agency, and performance indicators. The emphasis areas will be developed in consultation with the stakeholder group.

##### Subtask 6.2 Countermeasure Toolbox

As we determine emphasis areas for enhancing safety for all roadway users in the Town, TJKM will build a toolbox of E's strategies for each of the aforementioned emphasis areas. This toolbox will inform Town engineers, other staff, elected officials and the public about measures to address traffic safety issues in the Town.

TJKM will leverage our expertise in traffic calming, Complete Streets, active transportation, and traffic operations, and active transportation. We will also consider the safety improvements identified as part of other studies within the Town at high-risk locations, and will review the effectiveness of any improvements that have previously been implemented by comparing collision trends. TJKM will select feasible and HSIP-eligible countermeasures based on numerous data attributes, e.g., roadway characteristics: number of lanes, pavement conditions, and traffic control types; collision

information: collision types, collision locations, and primary collision factors. We will use the FHWA Crash Modification Factor Clearinghouse and other published research papers to evaluate the Crash Reduction Factor and effectiveness of each countermeasure.

#### Task 6 Deliverables

- ✓ *Draft and Final Countermeasure Development memos summarizing emphasis areas and countermeasure toolbox*

#### TASK 7. DEVELOP SAFETY PROJECTS

##### Subtask 7.1 Safety Projects, Cost Estimate, and BCR Analysis

Based on previously completed tasks, TJKM will identify location specific, viable safety projects (engineering) in accordance with Caltrans LRSM. This will include combinations of HSIP-eligible countermeasures identified in previous tasks. We will first develop detailed cost estimates for the identified projects. At the time, we will submit the first draft of projects for Town review. Upon receiving comments, TJKM will finalize the list of projects and conduct a Benefit-Cost Ratio (BCR) analysis on all the identified projects for ranking. We will utilize LRSM approved BCR formula, crash costs in 2021 dollars, as well as the HSIP BCR Analyzer for verification purposes. We will also prepare a cut sheet for each project. Our design team and planners have extensive experience in preparing safety programs and design plan cost estimates. The team will develop a robust cost estimate sheet per project in construction, design, environmental, mobility, administrative, and with reasonable contingency.

##### Subtask 7.2 Implementation Program

The implementation program will phase safety strategies and engineering projects in a five to 10-year span. It will also categorize projects into maintenance versus capital improvements with associated timing and responsible departments, which will inform budgeting of the Town's Capital Improvement Program. It will consist of a template by which the Town can continuously update the LRSP as needs arise and the resources necessary to do so.

In addition to engineering recommendations, our team will develop recommendations for education and enforcement programs that the Town may implement or utilize to pursue HSIP or Office of Traffic Safety (OTS) grants. It will recommend the necessary resources to continue to move the Town towards a sustained and successful effort in addressing traffic safety. Ultimately, TJKM wishes to leave the Town with an implementable plan that assists in meeting traffic safety and Vision Zero goals. TJKM can assist in writing a Vision Zero policy and associated goals/performance metrics, if desired by the Town. The LRSP has a lot of overlap with Vision Zero and as such could benefit from consolidated efforts. The goals will be structured in a way that provides

action items for Town staff and help to work towards a goal of zero traffic fatalities in Moraga.

Potential funding sources for each project depend on types of improvements and travel modes. TJKM will develop a matrix of pursuable Federal and State grant fact sheets that instructs Town staff with materials and timeline for each funding opportunity.

### Task 7 Deliverables

- ✓ Draft and Final Safety Projects, Cost Estimate, and BCR Analysis
- ✓ Implementation Program including list of safety projects and methodology
- ✓ Cost estimates, mapping, and BCR of proposed safety improvements
- ✓ Vision Zero Policy (if desired)

### TASK 8. FINAL LOCAL ROADWAY SAFETY PLAN (LRSP)

Based on the work completed under previous tasks, TJKM will prepare the Moraga LRSP report, first in draft format for review by Town's Project Manager, Caltrans, stakeholders, along with a presentation to Town Council, and, after receiving comments, a final report. The LRSP report will contain at a minimum the following sections (subject to adjustments):

- Executive Summary with Engineer's Seal and Statement of Protection
- Introduction, Vision, Goals, and Objectives
- Collision Data, Systemic Safety Analysis, and Results
- Emphasis Areas, 5E Strategies, and Performance Measures
- Countermeasure Toolbox
- Safety Projects, Cost Estimate, and BCR
- Prioritization and Implementation Action Plan
- Monitoring and Ongoing Coordination

We will prepare a PDF version of the report for Town staff comment. Once comments are received, we will address them and produce five (5) bound hard copies and a digital PDF version of the Final Report.

**As a valued added task, TJKM will prepare for the Town Grant Ready Materials for up to two viable grant applications.** This could include narrative, collision list, collision diagrams, existing/proposed plan (cross-sections, plan views, and 3D renderings or photo simulations), BCR Analyzer, etc.

### Task 8 Deliverables

- ✓ Electronic copy (PDF Format) of Administrative Draft LRSP
- ✓ Present administrative draft to staff and Town Council for feedback
- ✓ Five (5) bound hard copies and digital PDF version of LRSP
- ✓ Grant Ready Materials (for up to two (2) viable applications)

### Project Schedule

Our proposed team is an experienced team with specific strengths in each of the areas required to deliver this project on schedule and within budget to the satisfaction of Town of Moraga. Our proposed team has a proven record of accomplishment of successful similar projects and is dedicated to providing high-quality products. With our available resources and experience, TJKM is equipped to provide the level of responsiveness required by the Town, all while providing professional and quality services. We have developed an individualized approach for each task, combined with an active project management and team-oriented approach will ensure the delivery of timely, high-quality services. TJKM will complete this project in accordance with the schedule shown below.

Task	February				March				April				May				June				July			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
<b>Task 1. Visioning, Project Initiation, &amp; Management</b>																								
Subtask 1.1 Kick-Off Meeting		M																						
Subtask 1.2 Monthly Meetings & Schedule Updates						M			M				M				M				M			
Subtask 1.3 Virtual Stakeholder & Town Council Meetings*						M			M				M				M				M		M	
Subtask 1.4 Community Engagement																								
<b>Task 2. Document Review</b>																								
<b>Task 3. Data Collection</b>																								
<b>Task 4. Collision &amp; Roadway Data Analysis</b>																								
Subtask 4.1 Systemic Safety Analysis & Trend Analysis																								
Subtask 4.2 Identify High Risk Network						D1	R	F																
<b>Task 5. Proposed Ordinance &amp; Policies</b>																								
<b>Task 6. Countermeasure Selection</b>																								
Subtask 6.1 Emphasis Areas																								
Subtask 6.2 Countermeasure Toolbox																								
<b>Task 7. Develop Safety Projects</b>																								
Subtask 7.1 Safety Projects, Cost Estimate, & BCR Analysis												D2	R	R	F									
Subtask 7.2 Implementation Program																								
<b>Task 8. Final Local Roadway Safety Plan (LRSP)</b>																								

Notes:

D: Draft

R: City Review

F: Final

M: Meeting

\*Specific dates for attendance at Town Council meetings and Stakeholder meetings will be determined with Town staff.

D1=Document Review, Data Collection, Collision and Roadway Data Analysis

D2=Emphasis Areas, Countermeasure Toolbox, and Safety Projects

D3=Draft Report, plus Implementation Program and Ordinance Review

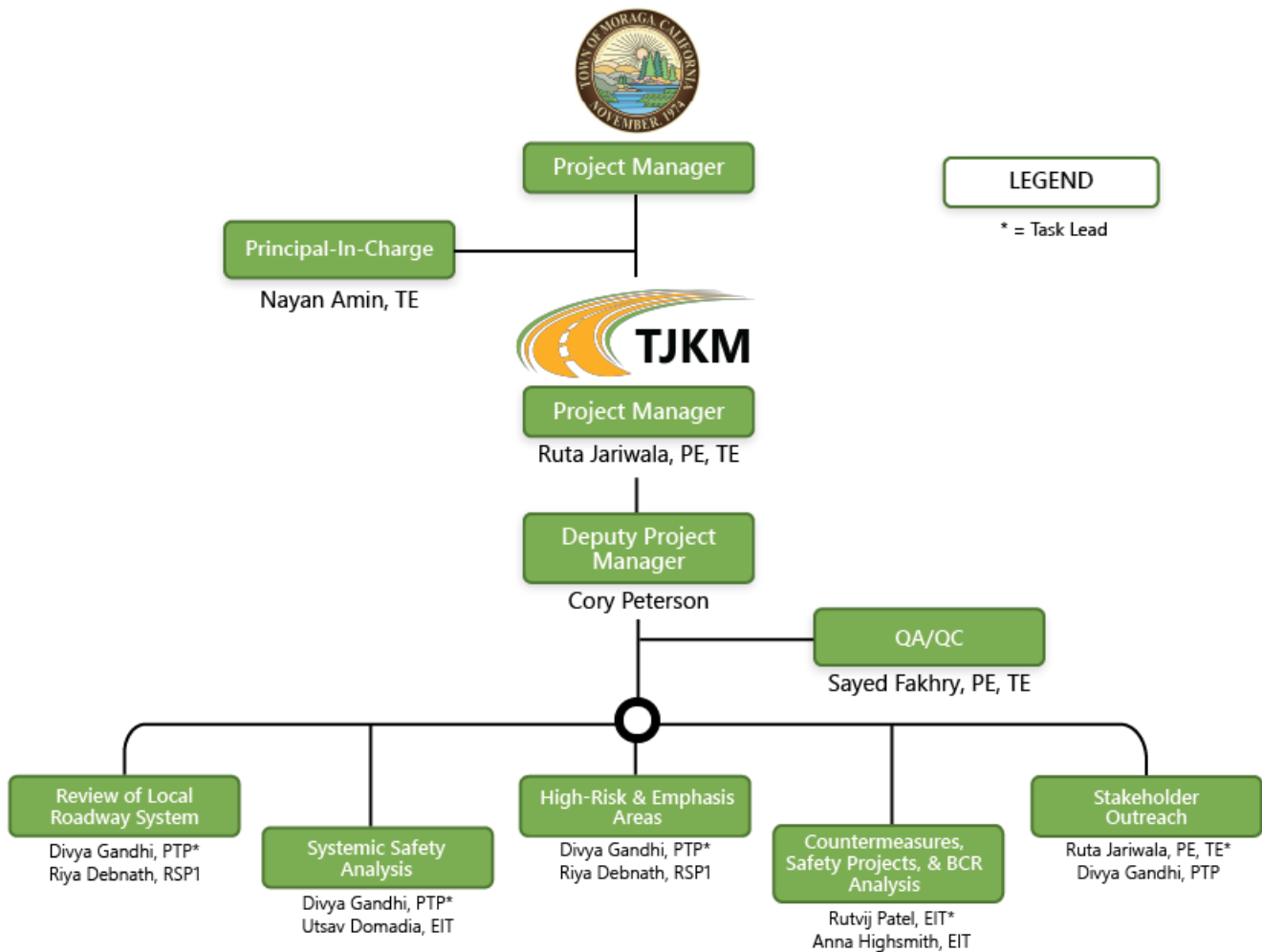




## PREVIOUS PROJECT EXPERIENCE & LIST OF KEY PERSONNEL

### Organization Chart

Our Team Organization Chart illustrates our proven “chain of command” for performance on similar projects. The proposed organization is a fully integrated team under the direction of Mr. Nayan Amin, TE, Principal-In-Charge, Ms. Ruta Jariwala, PE, TE, Project Manager, and Mr. Cory Peterson, Deputy Project Manager. Work will be conducted under the direct supervision/direction of our Project Manager, Ms. Jariwala and Deputy Project Manager, Mr. Peterson. They will be responsible for overall coordination on this contract, maintaining the effectiveness and efficiency of the work, schedule, and ensuring the work products are to the satisfaction of the Town and stakeholders. We anticipate working closely with the Town staff to ensure understanding of project objectives from start to project completion. Ms. Jariwala and Mr. Peterson will be responsible for day-to-day coordination and activities and will be the point of contact. They will be available to the Town and stakeholders at a short notice. Our proposed team key members will be made available to the Town for the duration of the project, and will not be substituted without approval from the Town.



## Relevant Projects

Nearly 85 percent of our clients are repeat clients. Prompt service, attention to details, strict adherence to schedule requirements, and commitment to our clients' goals are among the reasons for this steady client base. Our objective on every assignment is to provide the most cost-effective product that meets the specific needs and criteria of each client within the planned schedule and budget. We encourage the Town to contact our references to learn about our performance. We are confident that you will be pleased with what our clients have to say about us.

### LOCAL ROADWAY SAFETY PLAN, PINOLE | 2021-ONGOING | \$40K

**Reference:** Misha Kaur | City of Pinole | (510) 724-9839 | [mkaur@ci.pinole.ca.us](mailto:mkaur@ci.pinole.ca.us)

TJKM is developing the City of Pinole's first LRSP aiming at enhancing traffic safety on local roads for all modes of transportation. Tasks on the project will include document review, systemic safety analysis, identification of high-risk locations, countermeasure selection, Emphasis Areas with 4E's strategies, stakeholder outreach, and safety projects. The project is currently in progress of data collection and reviewing prior and ongoing projects, programs, and policies pertinent to the LRSP.



### LOCAL ROAD SAFETY PLAN, ANTIOCH | 2020-ONGOING | \$72K

**Reference:** Junming Li | City of Antioch | (925) 779-7025 | [jli@antiochca.gov](mailto:jli@antiochca.gov)

TJKM is assisting the City of Antioch in developing a LRSP. The project is currently in progress and expected to be complete in late 2021. A key component of this project is public and stakeholder outreach to solicit input with regard to traffic safety concerns residents encounter on a daily basis.



### LOCAL ROADWAY SAFETY PLAN, MILLBRAE | 2021-ONGOING | \$45K

**Reference:** Andrew Yang | City of Millbrae | (650) 259-2393 | [ayang@ci.millbrae.ca.us](mailto:ayang@ci.millbrae.ca.us)

TJKM is assisting the City of Millbrae in preparing its first LRSP. Tasks on the project include document review, systemic safety analysis, identification of high-risk locations, countermeasure selection, Emphasis Areas with 4E's strategies, stakeholder outreach, and safety projects. As part of the scope, we will prepare and submit HSIP applications for Cycle 11 on behalf of the City.



### LOCAL ROADWAY SAFETY PLAN, CUPERTINO | 2021-ONGOING | \$86K

**Reference:** Prashanth Dullu | City of Cupertino | (408) 777-3190 | [prashanthd@cupertino.org](mailto:prashanthd@cupertino.org)

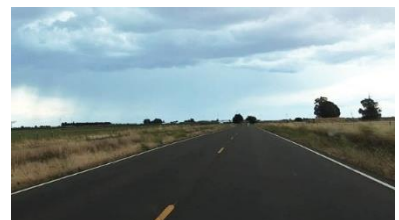
The City of Cupertino's LRSP is a comprehensive plan that creates a framework to systematically identify and analyze traffic safety-related issues and recommend safety projects and countermeasures. The LRSP aims to reduce fatal and severe injury collisions through a prioritized list of improvements that can enhance safety on local roadways. The LRSP is viewed as a guidance document that will be continuously reviewed and revised to reflect evolving collision trends and community needs and priorities. With the LRSP as a guide, the City would be able to apply for necessary safety funds, such as the HSIP.



### LOCAL ROADWAY SAFETY PLAN, SOLANO COUNTY | 2021-ONGOING | \$95K

**Reference:** Pejman Mehrfar | County of Solano | (707) 784-6073 | [pmehrfar@solanocounty.com](mailto:pmehrfar@solanocounty.com)

TJKM is assisting the County of Solano with preparing a LRSP, focusing on the County's unincorporated rural roadways. Tasks will include document review, stakeholder outreach, systemic safety analysis, selection of rural road countermeasures, and safety projects with cost estimates. The LRSP will also address areas of the county where rural roads are experiencing high volumes of cut-through traffic from nearby congested freeways. The project is in the beginning stages and is expected to be completed in early 2022.



### **LOCAL ROADWAY SAFETY PLAN, SAN BRUNO | 2021-ONGOING | \$80K**

**Reference:** David Wong | City of San Bruno | (650) 616-7157 | [dhwong@sanbruno.ca.gov](mailto:dhwong@sanbruno.ca.gov)

The City of San Bruno initiated the LRSP in 2021 to identify potential traffic safety projects, educational programs, and enforcement measures to reduce fatal and severe injury collisions. The identified traffic safety projects are responsive to the City's needs and concerns and adhere to Federal and State funding requirements. The LRSP's objective is to develop a successful safety plan for the City's local roadways by utilizing the City's existing collision database. The LRSP also aims to establish a collaborative decision-making process with stakeholders, including the public, and develop countermeasures using the 5E's of traffic safety: Education, Engineering, Enforcement, Equity, and EMS.



### **LOCAL ROADWAY SAFETY PLANS, MENDOCINO COUNTY | 2021-ONGOING | \$309K**

**Reference:** Loretta Ellard | Mendocino Council of Governments | (707) 234-3434 | [lellard@dbcteam.net](mailto:lellard@dbcteam.net)

TJKM is preparing an LRSP for four local agencies in Mendocino County as one single contract, including cities of Ukiah, Willits, Fort Bragg, Point Arena, and the unincorporated County area. Each LRSP under this contract includes system review, collision analysis, identification of high-risk locations, Emphasis Areas with 4E's strategies, countermeasure selection, and safety projects. Scope includes HSIP application preparations for each local agency and a joint online interactive safety platform for ongoing data sharing and public outreach.



### **LOCAL ROADWAY SAFETY PLANS, KERN COUNTY | 2021-ONGOING | \$562K**

**Reference:** Joseph Stramaglia | Kern Council of Governments | (661) 635-2914 | [jstramaglia@kerncog.org](mailto:jstramaglia@kerncog.org)

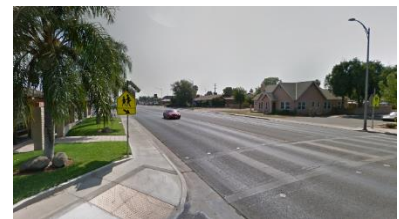
TJKM is preparing an LRSP for nine cities in Kern County as one single contract, including cities of Arvin, Bakersfield, California City, Delano, Maricopa, Shafter, Taft, Tehachapi, and Wasco. Each LRSP under the contract includes a system review, collision analysis, identification of high-risk locations, Emphasis Areas with 4E's strategies, community/stakeholder outreach, countermeasure selection, and safety projects. Scope includes the preparation of two HSIP application for each city.



### **LOCAL ROADWAY SAFETY PLAN, DINUBA | 2021 | \$44K**

**Reference:** Ismael Hernandez | City of Dinuba | (559) 591-5924 | [ihernandez@dinuba.ca.gov](mailto:ihernandez@dinuba.ca.gov)

TJKM assisted the City in preparing their LRSP, building upon our previous work with the City on their Systemic Safety Analysis Report. The overarching goals of the LRSP were to identify and analyze traffic safety issues and recommend improvements, foster coordination among stakeholders, and to set the City up for future funding opportunities. Tasks on this project included: document review, stakeholder outreach, collision analysis, development of Emphasis Areas, countermeasure selection, and the development of safety projects. TJKM also prepare HSIP Cycle 11 grant applications for the City, including narratives, exhibits, and cost estimates.



### **LOCAL ROADWAY SAFETY PLAN, ISLETON | 2021-ONGOING | \$75K**

**Reference:** Diana O'Brien | City of Isleton | (916) 777-7771 | [dianaobrien@cityofisleton.com](mailto:dianaobrien@cityofisleton.com)

TJKM is assisting the City of Isleton in preparing their first LRSP. Isleton is a small community located in the heart of the Delta region on the Sacramento River. It experiences a high amount of recreational traffic on State Route 160, which serves as the main thoroughfare in Isleton. Tasks on this project include a review of the transportation system, systemic collision analysis, identification of high-risk locations, Emphasis Areas development, countermeasure selection (including 4E's strategies), and safety project development. It will also include stakeholder/community outreach, as well as a project website with an interactive mapping tool.



### **LOCAL ROADWAY SAFETY PLAN, FOLSOM | 2020-2021 | \$71K**

**Reference:** Mark Rackovan | City of Folsom | (916) 461-6711 | [mrackovan@folsom.ca.us](mailto:mrackovan@folsom.ca.us)

The City of Folsom is a community of approximately 78,000 residents and 34 square miles in the Sacramento Metropolitan Area. TJKM prepared its LRSP comprised of data and community-driven decision-making process, with the overarching goal of reducing the number of fatal and severe injury collisions in the City. TJKM prepared three successful HSIP Cycle 10 applications as part of the scope.



### **LOCAL ROADWAY SAFETY PLAN, CULVER CITY | 2020-ONGOING | \$66K**

**Reference:** Heba El-Guindy | San Mateo County Transportation Authority Program | (650) 508-6476 | [El-GuindyH@samtrans.com](mailto:El-GuindyH@samtrans.com)

TJKM is assisting the City of Culver City with a LRSP for enhancing safety on city roadways for all travel modes. Wide signalized intersections without protected left turn phases were identified as one of the emphasis areas for E's improvements. A Draft Report is currently under review by City staff. TJKM also prepared and submitted three successful HSIP Cycle 10 applications on behalf of the city.



### **LOCAL ROADWAY SAFETY PLAN, FARMERSVILLE | 2020-2021 | \$72K**

**Reference:** Jennifer Gomez | City of Farmersville | (559) 747-0458 | [jgomez@cityoffarmersville-ca.gov](mailto:jgomez@cityoffarmersville-ca.gov)

TJKM assisted the City of Farmersville in developing its first Local Roadway Safety Plan. Our team analyzed five years of collision data on Farmersville streets to determine collision hot spots and identify feasible solutions through the lens of the 4E's of traffic safety (Education, Engineering, Enforcement, and EMS). Other tasks included convening a group of stakeholders twice, development of Emphasis Areas, countermeasures, and safety projects. The project also included the preparation of HSIP Cycle 11 grants on behalf of the City. The LRSP was adopted by the Farmersville City Council in August 2021.



### **LOCAL ROADWAY SAFETY PLAN, GLENDALE | 2020-ONGOING | \$72K**

**Reference:** Pastor E. Casanova | City of Glendale | (818) 548-3945 | [pcasanova@Glendaleca.gov](mailto:pcasanova@Glendaleca.gov)

The Glendale LRSP will be a living document that includes systemic safety analysis, identification of high-risk roadway segments and intersections, emphasis areas and 4E's strategies, a countermeasure toolbox, and priority safety projects viable to be phased in short, near, and long-term implementation. As part of the scope, TJKM will prepare and submit three HSIP applications for Cycle 11 on behalf of the City.



### **SYSTEMIC SAFETY ANALYSIS REPORT PROGRAM, YUBA CITY | 2020 | \$139K**

**Reference:** William Jow | City of Yuba City | (530) 822-4635 | [wjow@yubacity.net](mailto:wjow@yubacity.net)

TJKM assisted the City in conducting a SSAR, which in addition to analyzing collisions citywide also emphasized 10 of the City's arterials and collectors. Tasks included collision analysis, identification of high-risk locations, citywide and corridor specific countermeasures, citywide and corridor specific safety projects, and community/stakeholder outreach. In addition to providing a full scope SSAR, TJKM helped the City in prepare three HSIP grant applications for Cycle 10, all of which were successful. The project was completed on an accelerated timeframe to meet the City's grant deadline.



## **Key Personnel**

The personnel listed in our organization chart are available to work on the project for the entire duration of the project. Our proposed staff has the availability to accept and complete this key project on schedule and within budget.

TJKM staff shown in the Organization Chart will each have five percent of the billable work proposed.

Our proposed team members will be made available to the Town as needed for the duration of the project, and will not be substituted without approval from the Town.





## RESUMES, LICENSES, & CERTIFICATES

Successful completion for transportation projects requires three elements that our team provides special emphasis on:

1. Proactive project management in close coordination with the client's staff
2. Thorough understanding of regulatory requirements, coupled with informal agency consultation early in the project to ascertain specific permitting permutations and agency attitudes
3. Careful and continuous assessment of the schedule so that tasks in the critical path are completed at the appropriate point in the project

The proposed key individuals for the TJKM Team are the most qualified professionals in their respective areas of specialization. We can confidently state that our key staff will be fully available for this project from beginning to end. In addition, we have a vast base of highly qualified technical members who will be made fully available to the project as required based on the project needs. The TJKM Team has been carefully crafted to provide the Town with the full range of expertise. We form an integrated team that can enhance the Town's resources, work in close cooperation with your staff, and deliver a successful Study.

### List of Personnel

Below is a table with our list of personnel, their role on the project, along with contact information.

Name	Role	Phone Number/Email Address	Address
<b>Nayan Amin, TE</b>	Principal-In-Charge	(408) 410-2977 namin@tjkm.com	4305 Hacienda Drive, Suite 550 Pleasanton, CA 94588
<b>Ruta Jariwala, PE, TE</b>	Project Manager & Stakeholder Outreach Task Lead	(408) 421-0768 rjariwala@tjkm.com	4305 Hacienda Drive, Suite 550 Pleasanton, CA 94588
<b>Cory Peterson</b>	Deputy Project Manager	(512) 757-7660 cpeterson@tjkm.com	600 Congress Avenue, 14th Floor Austin, TX 78701
<b>Sayed Fakhry, PE, TE</b>	QA/QC Manager	(925) 264-8334 sfakhry@tjkm.com	2033 Gateway Place, 5th Floor, #574 San Jose, CA 95110
<b>Rutvij Patel, EIT</b>	Countermeasures, Safety Projects, & BCR Analysis Task Lead	(925) 264-5009 rpatel@tjkm.com	2033 Gateway Place, 5th Floor, #574 San Jose, CA 95110
<b>Divya Gandhi, PTP</b>	Review of Local Roadway System, & Systemic Safety Analysis, & High-Risk & Emphasis Areas Task Lead	(925) 264-5016 dgandhi@tjkm.com	2033 Gateway Place, 5th Floor, #574 San Jose, CA 95110
<b>Riya Debnath, RSP1</b>	Assistant Transportation Planner	(925) 264-8335 rdebnath@tjkm.com	2033 Gateway Place, 5th Floor, #574 San Jose, CA 95110
<b>Utsav Domadia, EIT</b>	Assistant Transportation Engineer	(512) 651-3580 udomadia@tjkm.com	600 Congress Avenue, 14th Floor Austin, TX 78701
<b>Anna Highsmith, EIT</b>	Assistant Transportation Engineer	(925) 264-8333 ahighsmith@tjkm.com	2033 Gateway Place, 5th Floor, #574 San Jose, CA 95110

## Resumes

Resumes are included on the following pages.



### Nayan Amin, TE | Principal-In-Charge

**Years of Experience:** 31 Years | 13 Years with TJKM

**Registration:** CA TR 2290

**Education:** M.S., Civil Engineering, San Jose State University, San Jose, CA

B.S., Civil Engineering, Civil Engineering, Saurashtra University, Rajkot, Gujarat, India

Mr. Amin has 31 years of both public and private sector experience in the areas of transportation planning, traffic impact studies, transportation management plans, construction scheduling, construction area signs, signing and striping, traffic signal coordination, traffic operations, transit priority, traffic signal systems, freeway and arterial management studies, and intelligent transportation systems planning, design and construction oversight. He specializes in macro and microscopic model development and application for analysis of impacts across all modes of transportation. His projects range from traffic studies for developments, specific plans, general plans, corridor studies, and area-wide studies to long-term planning studies. Studies also include multimodal operations, light-rail, bus rapid transit, pedestrian, bicyclists and traffic safety and operations.

**Countywide Local Roads Safety Plan, Santa Clara County, CA:** Principal-In-Charge for VTA's Countywide Local Roads Safety Plan, which will analyze traffic collisions on local roads throughout Santa Clara County, in coordination with the 15 cities and unincorporated county. The project will include collision analysis and recommended solutions from a countywide level, and for each local jurisdiction. The purpose of the plan is to develop high-level solutions to address fatal and severe injury collisions, and to prepare Santa Clara County's cities and towns to apply for HSIP Cycle 11 funding. The project is in the beginning stages.

**Local Roadway Safety Plan, Napa, CA:** Principal-In-Charge for the Napa Local Roadway Safety Plan, which will analyze traffic collisions on the City's roadways and recommend solutions with a particular emphasis on multimodal travel. Tasks include document review, stakeholder outreach, systemic safety analysis, emphasis areas, countermeasure selection, and safety projects. It also includes grant application preparation for the HSIP Cycle 11 call for projects. The project is in the beginning stages.

**Local Road Safety Plan, Folsom, CA:** Principal-In-Charge and QA/QC who oversaw the Team who prepared the City of Folsom's Local Road Safety Plan comprised of data- and community-driven decision-making process, with the overarching goal of reducing the number of fatal and severe injury collisions in the city using the 4E's of traffic safety: Education, Engineering, Enforcement, and EMS.

**Local Road Safety Plan, Culver City, CA:** Principal-In-Charge and QA/QC overseeing project to assist the City of Culver City with conducting a local roadway safety plan for enhancing safety on city roadways for all travel modes. TJKM will be customizing effective measures under various E's, including Education, Engineering, Encouragement, Enforcement, Emerging Technologies, and Evaluation. The TJKM Team will also be preparing HSIP applications on behalf of the city aiming for Cycle 10 submission.

**Systemic Safety Analysis Report Program, Yuba County, CA:** Principal-In-Charge and QA/QC. Tasks included crash analysis, crash rate calculation, countermeasure selection, high-risk corridor identification, capital project development, project cost estimate and phasing. As part of the agreed scope, we conducted an inventory and retro reflectivity of the existing warning/regulatory signs and a pavement delineation analysis on County's rural corridors. These analyses played a vital role in implementing projects identified for reducing future occurrence of fatal and severity crashes.

**Rural Road System Safety Analysis Report, San Luis Obispo, CA:** Project Manager on the Systemic Safety Analysis Report Program (SSARP) to enhance the County roadway safety and identifying projects eligible for the HSIP grant. Primary tasks included crash analysis, crash rate calculation, countermeasure selection, high-risk corridor identification, capital project development, project cost estimate and phasing.

**Systemic Safety Analysis Report Program, Pittsburg, CA:** Principal-In-Charge and QA/QC. The Team identified risk factors and safety countermeasures for locations where severe collisions have occurred in the past. The Team also developed safety projects based on the identified countermeasures and prioritized them through benefit-cost analysis. We developed 30% concept drawings for the top three projects that the City submitted for HSIP Cycle 9 grant applications. In addition, the Team developed

a toolkit that documents the correlation between facility characteristics and potential countermeasures so that the City can use it for planning citywide systemic roadway network safety enhancement.

**Systemic Safety Analysis Report Program, Del Norte, CA:** Project Manager that assisted the County of Del Norte to develop a SSAR. The development of a SSAR was funded through the state-funded SSARP, the intent of which is to assist local agencies in performing a collision analysis, identifying safety issues on their roadway networks, and developing a list of systemic low-cost countermeasures that can be used to prepare future HSIP. The team followed the Caltrans Local Roadway Safety Manual and Caltrans SSARP Guidelines to conduct data analysis, countermeasure selection, and develop and prioritize safety projects.

**Systemic Safety Analysis Report Program, Dinuba, CA:** Principal-In-Charge and QA/QC of the safety analysis to develop the SSAR for the City of Dinuba through the SSARP. The team looked into the citywide historical collision data and identified hot spots using GIS techniques. The team developed a list of systemic low-cost countermeasures for hot-spot locations, based on the characteristics of both collisions and facilities. Developed safety projects based on the identified countermeasures and prioritize them through benefit-cost analysis. Preparation of 30% concept drawings for the top three ranked projects were carried out and submitted to the City for review. These concept drawings were used for City's HSIP Cycle 9 grant applications.

The team also developed a toolkit to document the correlation between facility characteristics and potential countermeasures so that the City can use it for planning citywide systemic roadway network safety enhancement. Based on the study completed, the City of Dinuba applied for a HSIP grant and was successful in receiving \$1.6 million in funding.



## Ruta Jariwala, PE, TE | Project Manager

**Years of Experience:** 22 Years | 10 Years with TJKM

**Registration:** CA CE 73840 | CA TR 2465 | TX CE 135281

**Education:** M.S., Civil Engineering, San Jose State University, San Jose, CA  
B.S., Civil Engineering, Bombay University, Mumbai, Maharashtra, India

Ms. Jariwala has 22 years of professional experience in the areas of traffic safety, traffic operations, transportation planning, freeway and arterial management studies, signal coordination, traffic signal systems, traffic impact studies/EIRs and intelligent transportation systems planning, design and construction oversight. She has extensive experience in macro and microscopic model development and application for analysis of traffic operations for express lane studies as well as multimodal operations, light-rail, bus rapid transit, pedestrian, bicyclists, and traffic safety studies.

**Countywide Local Roads Safety Plan, Santa Clara County, CA:** Project Manager for VTA's Countywide Local Roads Safety Plan, which will analyze traffic collisions on local roads throughout Santa Clara County, in coordination with the 15 cities and unincorporated county. The project will include collision analysis and recommended solutions from a countywide level, and for each local jurisdiction. The purpose of the plan is to develop high-level solutions to address fatal and severe injury collisions, and to prepare Santa Clara County's cities and towns to apply for HSIP Cycle 11 funding. The project is in the beginning stages.

**Local Roadway Safety Plan, Napa, CA:** Project Manager for the Napa Local Roadway Safety Plan, which will analyze traffic collisions on the City's roadways and recommend solutions with a particular emphasis on multimodal travel. Tasks include document review, stakeholder outreach, systemic safety analysis, emphasis areas, countermeasure selection, and safety projects. It also includes grant application preparation for the HSIP Cycle 11 call for projects. The project is in the beginning stages.

**Local Roadway Safety Plan, Kern County, CA:** Project Manager responsible for preparing LRSP's for nine cities in Kern County as one single contract, including cities of Arvin, Bakersfield, California City, Delano, Maricopa, Shafter, Taft, Tehachapi, and Wasco. Scope includes two HSIP application preparations for each city.

**Local Roadway Safety Plans, Mendocino County, CA:** Project Manager preparing LRSP's for four local agencies in Mendocino County as one single contract, including cities of Ukiah, Willits, Fort Bragg, Point Arena, and the unincorporated County area. Scope includes HSIP application preparations for each local agency and a joint online interactive safety platform for ongoing data sharing and public outreach.

**Local Roadway Safety Plan, Glendale, CA:** Task Lead on team assisting the City to prepare the LRSP. The LRSP will be a living document including systemic safety analysis, identification of high-risk roadway segments and intersections, emphasis areas and 4E's strategies, a countermeasure toolbox, and priority safety projects viable to be phased in short, near, and long-term implementation. As part of the scope, TJKM will prepare and submit three HSIP applications for Cycle 11 on behalf of the City.

**Local Road Safety Plan, Folsom, CA:** Task Lead preparing the LRSP comprised of data- and community-driven decision-making process, with the overarching goal of reducing the number of fatal and severe injury collisions in the city using the 4E's of traffic safety.

**Local Road Safety Plan, Culver City, CA:** Project Manager responsible for conducting a LRSP for enhancing safety on city roadways for all travel modes. The Team will be customizing effective measures under various E's, including Engineering, Education, Encouragement, Enforcement, Emerging Technologies, and Evaluation. We will also be preparing HSIP applications on behalf of the city aiming for Cycle 10 submission.

**Local Road Safety Plan, Antioch, CA:** Principal-In-Charge. The project is currently in progress of public and stakeholder outreach in order to gather public input with regard to traffic safety concerns the citizen encounters on a daily basis.

**Local Road Safety Plan, Farmersville, CA:** Principal-In-Charge. The Team has identified the high-risk intersections and roadway segments for determining the most feasible countermeasures. Some of the next steps include identification of countermeasures, priority safety projects, and emphasis areas.

**Local Roadway Safety Plan, Dinuba, CA:** Principal-In-Charge for a Local Roadway Safety Plan, which analyzes traffic collisions on the City's roadways, develops Emphasis Areas, recommends countermeasures, and develops safety projects. The report will also include the preparation of HSIP Cycle 11 grant ready materials.

**Systemic Safety Analysis Report, Yuba City, CA:** Principal-In-Charge and QA/QC overseeing project. In addition to providing a full scope SSAR, the Team also helped the City in prepare three HSIP grant applications for Cycle 10, and extensive community outreach. The project was completed in 2020 and the three HSIP grants TJKM prepared for the City were awarded funds.

**Systemic Safety Analysis Report Program, Yuba County, CA:** Task Lead. Primary tasks included collision analysis, collision rate calculation, countermeasure selection, high-risk corridor identification, capital project development, project cost estimate and phasing. Conducted an inventory and retro reflectivity of the existing warning/regulatory signs and a pavement delineation analysis on County's rural corridors of 100 miles.

**Systemic Safety Analysis Report Program, Del Norte, CA:** Task Lead assisted with the development of a SSAR funded through the state-funded SSARP, the intent of which was to assist local agencies in performing a collision analysis, identifying safety issues on their roadway networks, and developing a list of systemic low-cost countermeasures that can be used to prepare future HSIP. She followed the Caltrans Local Roadway Safety Manual and Caltrans SSARP Guidelines to conduct data analysis, countermeasure selection, and develop and prioritize safety projects. She also assisted in conducting stakeholder workshops and public meeting and/or outreach to gain feedback on local safety concerns and countermeasure selection. Last but not least, she developed a Safety Countermeasures Evaluation Toolbox to evaluate the effectiveness of previously implemented safety countermeasures.

**Rural Road System Safety Analysis Report, San Luis Obispo, CA:** Task Lead assisted the County of San Luis Obispo on the SSARP aimed at enhancing County roadway safety and identifying projects eligible for the HSIP grant. Primary tasks included crash analysis, crash rate calculation, countermeasure selection, high-risk corridor identification, capital project development, project cost estimate and phasing. As part of the agreed scope, TJKM conducted a curve rating analysis on County's pre-identified corridors, totaling 200 miles, for advisory sign update and larger capital improvements such as horizontal alignment.



## Cory Peterson | Deputy Project Manager

**Years of Experience:** 5 Years of Experience | 4 Year with TJKM

**Education:** B.A., Geography & Metropolitan Planning, California State University, Sacramento, CA

Mr. Peterson serves as a Transportation Planner for TJKM in the Austin, Texas area. He has five years of experience in transportation planning and GIS work, specializing in bicycle and pedestrian planning, safety studies, long-range transportation plans and studies, and grant writing/administration. Mr. Peterson comes to TJKM from the public sector, where he served nearly two years as a Planning Assistant for the Solano Transportation Authority in the San Francisco Bay Area. Prior to that, he held two GIS internships while in college; one in the private sector and the other with the California Department of Transportation. He holds a Bachelor's degree in Geography with a Metropolitan Planning concentration from California State University, Sacramento.

**Countywide Local Roads Safety Plan, Santa Clara County, CA:** Deputy Project Manager for VTA's Countywide Local Roads Safety Plan, which will analyze traffic collisions on local roads throughout Santa Clara County, in coordination with the 15 cities and unincorporated county. The project will include collision analysis and recommended solutions from a countywide level, and for each local jurisdiction. The purpose of the plan is to develop high-level solutions to address fatal and severe injury collisions, and to prepare Santa Clara County's cities and towns to apply for HSIP Cycle 11 funding. The project is in the beginning stages.

**Local Roadway Safety Plan, Napa, CA:** Deputy Project Manager for the Napa Local Roadway Safety Plan, which will analyze traffic collisions on the City's roadways and recommend solutions with a particular emphasis on multimodal travel. Tasks include document review, stakeholder outreach, systemic safety analysis, emphasis areas, countermeasure selection, and safety projects. It also includes grant application preparation for the HSIP Cycle 11 call for projects. The project is in the beginning stages.

**Local Roadway Safety Plan, Williams, CA:** Project Manager for the Williams Local Roadway Safety Plan, which will analyze traffic collisions on the City's roadways and recommend solutions. Tasks include document review, stakeholder outreach, systemic safety analysis, emphasis areas, countermeasure selection, and safety projects. It also includes grant application preparation for the HSIP Cycle 11 call for projects.

**Local Road Safety Plan, Solano County, CA:** Project Manager for the Solano County Local Roadway Safety Plan, which will analyze traffic collisions on the county's rural roads. Tasks include literature review, systemic safety analysis, and identification of high-risk locations, countermeasure selection, and safety project development. Additional analysis will occur on rural corridors that are used as reliever routes for nearby congested freeways. The project will also include the preparation of HSIP Cycle 11 grant ready materials.

**Local Road Safety Plan, Isleton, CA:** Project Manager for the Isleton Local Road Safety Plan, which will analyze traffic collisions on city streets and State Route 160. Tasks include literature review, systemic safety analysis, and identification of high-risk locations, countermeasure selection, and safety project development. The project will also include the preparation of HSIP Cycle 11 grant ready materials.

**Local Roadway Safety Plan, Dinuba, CA:** Project Manager for a Local Roadway Safety Plan, which analyzes traffic collisions on the City's roadways, develops Emphasis Areas, recommends countermeasures, and develops safety projects. The final report was adopted in September 2021. Project will also include the preparation of HSIP Cycle 11 grant ready materials.

**Systemic Safety Analysis Report and HSIP Cycle 10 Grant Applications, Yuba City, CA:** Project Planner for Yuba City's SSAR, which analyzed traffic collisions citywide and recommended engineering countermeasures. While the plan was citywide, it also had a focus on 10 arterials/collectors throughout the city. Tasks included collision analysis, countermeasure selection, and safety projects. At the end of the report's completion, three HSIP Cycle 10 applications were prepared for the City, all of which were successful.

**Local Roadway Safety Plan, Farmersville, CA:** Project Planner for the development of Farmersville's LRSP. Tasks include collision data analysis, stakeholder outreach, development of Emphasis Areas, countermeasure selection, and development of safety projects.

**Active Transportation Plan, Solano County, CA:** Served as Project Manager for the Solano Active Transportation Plan (ATP), which aimed to merge together several bike and pedestrian planning processes at Solano Transportation Authority. Secured \$350k in additional grant funding from Caltrans, and worked with each Solano jurisdiction to begin development of the plan. Led a team of staff to conduct seven outreach events, one in each Solano city. Plan developed a new vision for active transportation in Solano County. It was adopted in 2020.

**Old Fitzhugh Road Project Grant Writing Services, Dripping Springs, TX:** Project Planner for a project to find and apply for grant funding for a Complete Streets projects in Dripping Springs' downtown. Tasks include grant research, narrative writing, preparing exhibits, and coordinating with the City.

**Active Transportation Program Cycle 5 Grant Writing for Six Applications, Dinuba, CA:** Project Planner for the preparation of six applications to the Active Transportation Program Cycle 5. Tasks included narrative writing, preparation of application exhibits, coordination with City staff, and preparing project concepts and cost estimates.

**Transportation Funds for Clean Air, Solano County, CA:** Grant Administrator. Administered the Transportation Funds for Clean Air (TFCA) grant program for Solano County, which awards grant funding to projects that help to reduce air pollution and promote alternative forms of transportation. TFCA funds cover the Bay Area Air Quality Management District, which includes the southwestern portion of Solano County. Around \$700K in grant funds were awarded while administering the program.



### Sayed Fakhry, PE, TE | QA/QC Manager

**Years of Experience:** 34 Years of Experience | 2 Year with TJKM

**Registration:** CA TR 2237 | CA CE 48249

**Education:** M.S. Transportation Engineering San Jose State University, San Jose, CA  
M.S. Civil Engineering Hydraulics University of Newcastle upon Tyne, UK

Mr. Fakhry has over 34 years of experience in civil and transportation engineering working for public sector. He has worked in different capacities for the City of Santa Ana, County of Orange, City of Santa Clara and City of Mountain View. Before joining TJKM Transportation Consultants, he worked as City Traffic Engineer for City of Mountain View. His experience is in highway design, traffic safety, transportation/traffic studies, signal design, land development reviews, pedestrian and bike improvements and complete street projects. He has worked closely with neighborhood groups, City Council, and Council Committees and Sub-committees. He also served as adjunct professor at San Jose State University for over 17 years.

**Countywide Local Roads Safety Plan, Santa Clara County, CA:** QA/QC for VTA's Countywide Local Roads Safety Plan, which will analyze traffic collisions on local roads throughout Santa Clara County, in coordination with the 15 cities and unincorporated county. The project will include collision analysis and recommended solutions from a countywide level, and for each local jurisdiction. The purpose of the plan is to develop high-level solutions to address fatal and severe injury collisions, and to prepare Santa Clara County's cities and towns to apply for HSIP Cycle 11 funding. The project is in the beginning stages.

**Local Roadway Safety Plan, Napa, CA:** QA/QC for the Napa Local Roadway Safety Plan, which will analyze traffic collisions on the City's roadways and recommend solutions with a particular emphasis on multimodal travel. Tasks include document review, stakeholder outreach, systemic safety analysis, emphasis areas, countermeasure selection, and safety projects. It also includes grant application preparation for the HSIP Cycle 11 call for projects. The project is in the beginning stages.

**Local Roadway Safety Plan, Kern County, CA:** QA/QC. The Team is preparing LRSP's for nine cities in Kern County as one single contract, including cities of Arvin, Bakersfield, California City, Delano, Maricopa, Shafter, Taft, Tehachapi, and Wasco. Scope includes two HSIP application preparations for each city.

**Local Roadway Safety Plans, Mendocino County, CA:** QA/QC. The Team is preparing LRSP's for four local agencies in Mendocino County as one single contract, including cities of Ukiah, Willits, Fort Bragg, Point Arena, and the unincorporated County area. Scope includes HSIP application preparations for each local agency and a joint online interactive safety platform for ongoing data sharing and public outreach.

**Local Roadway Safety Plan, Glendale, CA:** QA/QC. The Glendale LRSP will be a living document including systemic safety analysis, identification of high-risk roadway segments and intersections, emphasis areas and 4E's strategies, a countermeasure toolbox, and priority safety projects viable to be phased in short, near, and long-term implementation. As part of the scope, TJKM will prepare and submit three HSIP applications for Cycle 11 on behalf of the City.

**Local Road Safety Plan, Folsom, CA:** QA/QC. The LRSP is comprised of data- and community-driven decision-making process, with the overarching goal of reducing the number of fatal and severe injury collisions in the city using the 4E's of traffic safety: Education, Engineering, Enforcement, and EMS.

**Local Road Safety Plan, Culver City, CA:** QA/QC. The Team will be customizing effective measures under various E's, including Education, Engineering, Encouragement, Enforcement, Emerging Technologies, and Evaluation. TJKM will also be preparing HSIP applications on behalf of the city aiming for Cycle 10 submission.

**Local Road Safety Plan, Antioch, CA:** QA/QC on project to assist the City of Antioch in developing a LRSP. The project is currently in progress of public and stakeholder outreach in order to gather public input with regard to traffic safety concerns the citizen encounters on a daily basis.



## Rutvij Patel, EIT | Countermeasures, Safety Projects, & BCR Analysis Task Lead

**Years of Experience:** 14 Years | 9 with TJKM

**Registration:** CA EIT 154117

**Education:** B.S., Civil Engineering, San Jose State University, San Jose, CA

Mr. Patel has 14 years of professional experience in transportation/traffic engineering and design. He has provided support on traffic impact studies, highway operation analysis, signal coordination projects and highway design Plans, Specifications and Estimates (PS&E) packages. Mr. Patel has worked on various electrical design projects, which include street lighting, traffic signal, and intelligent transportation system design plans, as well as the preparation of traffic handling, signage, and striping plans. Mr. Patel has worked with various jurisdictions in the San Francisco Bay Area, Tri-Valley, Central Valley, and Northern California and is very familiar with their different standards and requirements. This knowledge often leads to minimal need for plan check comments during the design phase. He has extensive experience in traffic engineering design, traffic safety, transportation/traffic studies, signal design, pedestrian and bike improvements and complete street projects. For all projects, Mr. Patel has developed project estimates, specifications to accompany the full plan set.

**Countywide Local Roads Safety Plan, Santa Clara County, CA:** Task Lead for VTA's Countywide Local Roads Safety Plan, which will analyze traffic collisions on local roads throughout Santa Clara County, in coordination with the 15 cities and unincorporated county. The project will include collision analysis and recommended solutions from a countywide level, and for each local jurisdiction. The purpose of the plan is to develop high-level solutions to address fatal and severe injury collisions, and to prepare Santa Clara County's cities and towns to apply for HSIP Cycle 11 funding. The project is in the beginning stages.

**Local Roadway Safety Plan, Napa, CA:** Task Lead for the Napa Local Roadway Safety Plan, which will analyze traffic collisions on the City's roadways and recommend solutions with a particular emphasis on multimodal travel. Tasks include document review, stakeholder outreach, systemic safety analysis, emphasis areas, countermeasure selection, and safety projects. It also includes grant application preparation for the HSIP Cycle 11 call for projects. The project is in the beginning stages.

**Local Roadway Safety Plan, Kern County, CA:** Task Lead assisting in preparing LRSP's for nine cities in Kern County as one single contract, including cities of Arvin, Bakersfield, California City, Delano, Maricopa, Shafter, Taft, Tehachapi, and Wasco. Scope includes two HSIP application preparations for each city.

**Local Roadway Safety Plans, Mendocino County, CA:** Task Lead assisting in preparing LRSP's for four local agencies in Mendocino County as one single contract, including cities of Ukiah, Willits, Fort Bragg, Point Arena, and the unincorporated County area. Scope includes HSIP application preparations for each local agency and a joint online interactive safety platform for ongoing data sharing and public outreach.

**Local Road Safety Plan, Glendale, CA:** Task Lead. The Glendale LRSP will be a living document including systemic safety analysis, identification of high-risk roadway segments and intersections, emphasis areas and 4E's strategies, a countermeasure toolbox, and priority safety projects viable to be phased in short, near, and long-term implementation. As part of the scope, TJKM will prepare and submit three HSIP applications for Cycle 11 on behalf of the City.

**Local Road Safety Plan, Folsom, CA:** Task Lead on project for assisting the City of Folsom's LRSP comprised of data and community-driven decision-making process, with the overarching goal of reducing the number of fatal and severe injury collisions in the city using the 4E's of traffic safety: Education, Engineering, Enforcement, and EMS.

**Local Road Safety Plan, Culver City, CA:** Task Lead. TJKM will be customizing effective measures under various E's, including Education, Engineering, Encouragement, Enforcement, Emerging Technologies, and Evaluation. He will also be assisting with the preparation of the HSIP applications on behalf of the city aiming for Cycle 10 submission.

**Local Road Safety Plan, Antioch, CA:** Task Lead. The project is currently in progress of public and stakeholder outreach in order to gather public input with regard to traffic safety concerns the citizen encounters on a daily basis.

**Local Road Safety Plan, Farmersville, CA:** Task Lead. We have identified the high-risk intersections and roadway segments for determining the most feasible countermeasures. Some of the next steps include identification of countermeasures, priority safety projects, and emphasis areas.

**Local Roadway Safety Plan, Dinuba, CA:** Task Lead. Analyzes traffic collisions on the City's roadways, develops Emphasis Areas, recommends countermeasures, and develops safety projects. The report will also include the preparation of HSIP Cycle 11 grant ready materials.

**Systemic Safety Analysis Report Program, Yuba County, CA:** Task Lead. Primary tasks included crash analysis, crash rate calculation, countermeasure selection, high-risk corridor identification, capital project development, project cost estimate and phasing. As part of the agreed scope, we conducted an inventory and retro reflectivity of the existing warning/regulatory signs and a pavement delineation analysis on County's rural corridors. These analyses played a vital role in implementing projects identified for reducing future occurrence of fatal and severity crashes.

**Systemic Safety Analysis Report Program, Del Norte, CA:** Task Lead assisted with the development of a SSAR funded through the state-funded SSARP, the intent of which is to assist local agencies in performing a collision analysis, identifying safety issues on their roadway networks, and developing a list of systemic low-cost countermeasures that can be used to prepare future HSIP. TJKM followed the Caltrans Local Roadway Safety Manual and Caltrans SSARP Guidelines to conduct data analysis, countermeasure selection, and develop and prioritize safety projects. TJKM also conducted stakeholder workshops and public meeting and/or outreach to gain feedback on local safety concerns and countermeasure selection. Last but not least, TJKM developed a Safety Countermeasures Evaluation Toolbox to evaluate the effectiveness of previously implemented safety countermeasures.



## Divya Gandhi, PTP | Systemic Safety Analysis/High-Risk & Emphasis Areas Task Lead

**Years of Experience:** 4 Years of Experience | 4 with TJKM

**Registration:** CA PTP 787

**Education:** M.S., Environmental Policy & Planning, Tufts University, Medford, MA

B.S., Urban & Regional Planning, Center for Environmental Planning & Technology University, Ahmedabad, Gujarat, India

Ms. Gandhi is an Assistant Transportation Planner at TJKM with four years of professional experience in the development of various systemic safety studies, transit studies, bike and pedestrian plans, complete street programs, neighborhood traffic calming programs and parking studies. She is also involved in organizing and conducting public outreach events, which were key to the planning projects she was working on.

**Countywide Local Roads Safety Plan, Santa Clara County, CA:** Task Lead for VTA's Countywide Local Roads Safety Plan, which will analyze traffic collisions on local roads throughout Santa Clara County, in coordination with the 15 cities and unincorporated county. The project will include collision analysis and recommended solutions from a countywide level, and for each local jurisdiction. The purpose of the plan is to develop high-level solutions to address fatal and severe injury collisions, and to prepare Santa Clara County's cities and towns to apply for HSIP Cycle 11 funding. The project is in the beginning stages.

**Local Roadway Safety Plan, Napa, CA:** Task Lead for the Napa Local Roadway Safety Plan, which will analyze traffic collisions on the City's roadways and recommend solutions with a particular emphasis on multimodal travel. Tasks include document review, stakeholder outreach, systemic safety analysis, emphasis areas, countermeasure selection, and safety projects. It also includes grant application preparation for the HSIP Cycle 11 call for projects. The project is in the beginning stages.

**Local Roadway Safety Plan, Kern County, CA:** Task Lead assisting in preparing LRSP's for nine cities in Kern County as one single contract, including cities of Arvin, Bakersfield, California City, Delano, Maricopa, Shafter, Taft, Tehachapi, and Wasco. Scope includes two HSIP application preparations for each city.

**Local Roadway Safety Plans, Mendocino County, CA:** Task Lead assisting in preparing LRSP's for four local agencies in Mendocino County as one single contract, including cities of Ukiah, Willits, Fort Bragg, Point Arena, and the unincorporated County area. Scope includes HSIP application preparations for each local agency and a joint online interactive safety platform for ongoing data sharing and public outreach.

**Local Road Safety Plan, Culver City, CA:** Transportation Planner. TJKM will be customizing effective measures under various E's, including Education, Engineering, Encouragement, Enforcement, Emerging Technologies, and Evaluation. The TJKM Team will also be preparing HSIP applications on behalf of the city aiming for Cycle 10 submission.

**Local Road Safety Plan, Glendale, CA:** Transportation Planner. The LRSP will be a living document including systemic safety analysis, identification of high-risk roadway segments and intersections, emphasis areas and 4E's strategies, a countermeasure toolbox, and priority safety projects viable to be phased in short, near, and long-term implementation. As part of the scope, TJKM will prepare and submit three HSIP applications for Cycle 11 on behalf of the City.

**Local Road Safety Plan, Antioch, CA:** Task Lead. The project is currently in progress of public and stakeholder outreach in order to gather public input with regard to traffic safety concerns the citizen encounters on a daily basis.

**Local Road Safety Plan, Farmersville, CA:** Task Lead. TJKM has identified the high-risk intersections and roadway segments for determining the most feasible countermeasures. Some of the next steps include identification of countermeasures, priority safety projects, and emphasis areas.

**Systemic Safety Analysis Report, Yuba City, CA:** Task Lead. In addition to providing a full scope SSAR, the Team also helped the City in preparing three HSIP grant applications for Cycle 10, and extensive community outreach. The project was completed in 2020 and the three HSIP grants TJKM prepared for the City were awarded funds.

**Systemic Safety Analysis Report Program, Yuba County, CA:** Transportation Planner. Primary tasks included crash analysis, crash rate calculation, countermeasure selection, high-risk corridor identification, capital project development, project cost estimate and phasing. As part of the agreed scope, TJKM conducted an inventory and retro reflectivity of the existing warning/regulatory signs and a pavement delineation analysis on County's rural corridors. These analyses played a vital role in implementing projects identified for reducing future occurrence of fatal and severity crashes.

**Regional Systemic Safety Analysis Report, Del Norte County, CA:** Transportation Planner. The intent of the project is to assist local agencies in performing a collision analysis, identifying safety issues on their roadway networks, and developing a list of systemic low-cost countermeasures that can be used to prepare future HSIP. TJKM will assist in following the Caltrans LRSM and Caltrans SSARP Guidelines to conduct data analysis, countermeasure selection, and develop and prioritize safety projects. TJKM will also assist in conducting stakeholder workshops and public meeting and/or outreach to gain feedback on local safety concerns and countermeasure selection. Last but not least, TJKM will also develop a Safety Countermeasures Evaluation Toolbox to evaluate the effectiveness of previously implemented safety countermeasures.

**Rural Road System Safety Analysis Report, San Luis Obispo, CA:** Project Planner assisting the County of San Luis Obispo on the Systemic Safety Analysis Report Program aimed at enhancing County roadway safety and identifying projects eligible for the HSIP grant. Primary tasks include crash analysis, crash rate calculation, countermeasure selection, high-risk corridor identification, capital project development, project cost estimate and phasing.

**Systemic Safety Analysis Report Program, Pittsburg, CA:** Assistant Transportation Planner. Assisted with conducting a safety analysis to develop the SSARP, which was funded through the statewide SSARP. She assisted with identifying a list of risk factors and safety countermeasures for locations where severe collisions have occurred in the past. The top three ranked projects were selected for developing 30% concept drawings that the City submitted for HSIP Cycle 9 grant applications. In addition, she assisted with the development of a toolkit that documents the correlation between facility characteristics and potential countermeasures so that the City can use it for planning citywide systemic roadway network safety enhancement. Based on the study completed, the City of Pittsburg applied for funding under the Caltrans HSIP and was successful in receiving \$1 million in funding.



### Riya Debnath, RSP1 | Assistant Transportation Planner

**Years of Experience:** 4 Years of Experience | 4 with TJKM

**Registration:** Road Safety Professional (Level 1), Certification No. 716

**Education:** M., City and Regional Planning, Rutgers University, New Brunswick, NJ  
B., Architecture, Manipal University, Manipal, India

Ms. Debnath works at TJKM as an Assistant Transportation Planner on local road safety plans, complete streets projects, multimodal corridor improvements and transportation studies, parking studies, travel demand modeling, neighborhood traffic calming programs, and congestion management programs. Ms. Debnath is also in charge of organizing and conducting public outreach (both in-person and virtual) for such projects. Ms. Debnath has been with TJKM for four years and specializes in planning analysis, recommending effective solutions, data analysis, and high-level GIS analysis.

**Local Road Safety Plan, Farmersville, CA:** Task Lead responsible for preparing the City of Folsom's Local Road Safety Plan. Tasks include collision data analysis, stakeholder outreach, development of Emphasis Areas, countermeasure selection, and development of safety projects.

**Local Road Safety Plan, Folsom, CA:** Task Lead responsible for preparing the City of Folsom's Local Road Safety Plan comprised of data- and community-driven decision making process, with the overarching goal of reducing the number of fatal and severe injury collisions in the city using the 4E's of traffic safety: Education, Engineering, Enforcement, and EMS.

**Systemic Safety Analysis Report Program, Pittsburg, CA:** Assistant Transportation Planner. Assisting in preparing collision analysis maps from the crash data collected, to identify and observe the intersections and roadway segments that are prone to crashes. This further helped in developing countermeasures to increase safety for bicyclists and pedestrians.

**Citywide Multimodal Improvement Plan, Mountain View, CA:** Assistant Transportation Planner. Assisted in preparing and editing the final report that was developed as a planned multimodal policy guideline, design standards with customized pedestrian and bicycle solutions that is aimed towards achieving a sustainable and safe citywide walking and bicycling experience.

**Hollister Avenue Complete Streets, Goleta, CA:** Assistant Transportation Planner. Assisting in developing a Complete Streets Corridor Plan along Hollister Avenue for the City of Goleta. The project aims to prioritize safety, access and mobility of all transportation. It also aims to enhance the quality of life and develop an economically sustainable corridor. The Corridor Plan will also identify improvements necessary for adjacent and connecting streets and interchanges as applicable. Tasks include generating a report and making relevant maps.

**Ralston Avenue Corridor Improvements – Segments 1 & 2, Belmont, CA:** Assistant Transportation Planner assisting the City of Belmont with bicycle and pedestrian safety improvements along Ralston Avenue between US 101 and South Road. The project entails preparing a traffic analysis technical memorandum for future improvements at El Camino Real and Ralston Avenue, preparing a technical memorandum of recommendations of improvements above what the Ralston Corridor Study recommended, addition of Class I, II, and III bicycle facilities, installation of two HAWK signals, reconstruction of curb ramps to be ADA compliant, and public outreach to businesses and residents for their input in the project. She is assisting in coordinating with Caltrans for obtaining an encroachment permit for the work along El Camino Real and at the US 101 interchange with Ralston Avenue. The project also is coordinating with the City's Parks and Transportation Committees for the preferred alignment of the Twin Pines Park Class I bicycle path.

**Dinuba Pedestrian and Bicyclist Safety and Connectivity Study, Dinuba, CA:** Assistant Transportation Planner. Assisting in providing planning services for Pedestrian and Bicyclist Safety and Connectivity Study. Tasks include developing a complete street policy that is contextualized for the City of Dinuba, planning a public outreach program with community meetings, and walk and bike tour, analyzing collision data, assessing existing conditions and generating reports. The project also involved the development of a neighborhood traffic calming program.



## Utsav Domadia, EIT | Assistant Transportation Engineer

**Years of Experience:** 2 Years of Experience | 2 with TJKM

**Registration:** TX EIT 70316

**Education:** Master of Civil Engineering, The University of Texas at Arlington, Arlington, TX  
Bachelor of Civil Engineering, Gujarat Technological University, Ahmedabad, Gujarat, India

Mr. Domadia graduated from the University of Texas at Arlington with a Master's Degree in Transportation Engineering. He has experience working in the field of transportation engineering and planning including four months of internship experience at DeShazo in Dallas, TX where he has provided support on traffic impact studies and parking studies and 10 months of experience as a graduate research and teaching assistant at the University of Texas at Arlington.

**Isleton Local Roadway Safety Plan, Isleton, CA:** Project Engineer for a Local Roadway Safety Plan that will analyze traffic collisions on city roadways and State Route 160 through the City. Tasks will include developing Emphasis Areas, recommending countermeasures, and develops safety projects. The report will also include the preparation of HSIP Cycle 11 grant ready materials. The project is in the beginning stages.

**Dinuba Local Roadway Safety Plan, Dinuba, CA:** Project Engineer for a Local Roadway Safety Plan, which analyzes traffic collisions on the City's roadways, develops Emphasis Areas, recommends countermeasures, and develops safety projects. The report will also include the preparation of HSIP Cycle 11 grant ready materials. The project is ongoing.

**Local Roadway Safety Plan, Pinole, CA:** Project Engineer for a Local Roadway Safety Plan, which analyzes traffic collisions on the City's roadways, develops Emphasis Areas, recommends countermeasures, and develops safety projects. The project is ongoing.

**Local Roadway Safety Plan, Antioch, CA:** Project Engineer assisting with the development of countermeasures at high risk locations. The project is ongoing.

**Local Roadway Safety Plan, Chowchilla, CA:** Project Engineer assisting with virtual field review of high risk locations. The project is ongoing.

**Local Road Safety Plan, Unincorporated Solano County, CA:** Project Engineer, assisting in analyzing traffic collisions on the County's roadways, develops Emphasis Areas, recommends countermeasures, and develops safety projects. The report will also include the preparation of HSIP Cycle 11 grant ready materials. The project is ongoing.

**Yolo County On-Call - South River Road Safety Study, Clarksburg, CA:** Project Engineer for a safety study to review the safety aspects of road segment such as posted design speed, sight distance at intersections, striping and adequate signage. The task includes a review of Traffic Incident Reports and Traffic Volume Counts provided by the county, analyzing and mapping out the collision data to support the report preparation.

**Old Fitzhugh Road Project Grant Writing Services, Dripping Springs, TX:** Project Engineer for a project to find and apply for grant funding for a Complete Streets projects in Dripping Springs' downtown. Tasks include grant research, narrative writing, preparing exhibits, and coordinating with the City.

**Brays Oaks Livable Center Study, Brays Oaks, TX:** A with strategic tasks and provide transportation planning and engineering expertise, particularly to develop context-sensitive recommendations and projects that will result in successful implementation. As a project engineer for transportation tasks, assisting in analyzing the existing transportation infrastructure through field observations, reviewing related literature and public outreach/ workshops, assessing opportunities for Complete Streets throughout the district, promoting multimodal access, and providing realistic recommendations with a focus on Equity.

**Cedar Hill Economic Development Strategic Plan, Cedar Hill, TX:** As a project engineer of a sub-consultant firm, assisting in the development of recommendations on target areas to create complete streets, increase mobility, and support business expansion or attraction efforts by analyzing decision factors for complete streets and preparing GIS maps.



## Anna Highsmith, EIT | Assistant Transportation Engineer

**Years of Experience:** 4 Years of Experience | 4 with TJKM

**Registration:** CA EIT 164696

**Education:** B.S., Civil Engineering, San Jose State University, San Jose, CA

Ms. Highsmith has four years of professional experience in transportation engineering and design. She provides support on signal design plans, traffic handling plans, striping plans, and estimate (PS&E) packages.

**Local Roadway Safety Plans, Mendocino County, CA:** Assistant Transportation Engineer on team for preparing LRSP's for four local agencies in Mendocino County as one single contract, including cities of Ukiah, Willits, Fort Bragg, Point Arena, and the unincorporated County area. Scope includes HSIP application preparations for each local agency and a joint online interactive safety platform for ongoing data sharing and public outreach.

**Local Roadway Safety Plans, Folsom, CA:** Assistant Transportation Engineer on team assisting in identification of safety countermeasures at high risk locations with the goal of reducing the number of fatal and severe injury collisions.

**Calaveras Boulevard Near-Term Improvements, Santa Clara County, CA:** Task Lead responsible electrical design plans for improvements to Westbound State Route 237 and Calaveras Boulevard on-ramp. The project included operational analysis for converting existing westbound dual lefts into single left with new High Occupancy Vehicle (HOV) thru lane. The Westbound State Route 237 on-ramp to be widened to include an HOV ramp metering lane for the on-ramp. TJKM prepared the required traffic study for the improvements for approvals by VTA and Caltrans. TJKM also prepared a full PS&E for construction related to the signal improvements along with electrical plans for modification to ramp metering system.

**Miner Avenue Complete Streets, Stockton, CA:** Assistant Transportation Engineer assisting with signal modification, signage and striping, and street lighting plans. Signal modification plans were prepared for seven intersections along the corridor, providing special measures to protect the existing signal interconnect system in place. An additional demolition plan was prepared to convert an existing signalized intersection into a roundabout. Street lighting plans include installation of decorative street lights, providing a street lighting analysis and wiring diagrams. Signage and striping plans were provided for the full 0.6 mile stretch with class II bicycle facilities and consideration to truck routes.

**Mission Boulevard Complete Streets Design Project, Alameda County, CA:** Assistant Transportation Engineer responsible for preparing PS&E for traffic handling plans for 26 stages of construction, four traffic signal modifications, signing and striping plans, design of two overhead RRFB systems, street lighting within the project, and ITS fiber interconnection from Lewelling Boulevard to Grove Way.

**Central Corridor Bicycle and Pedestrian Safety Improvements, Daly City, CA:** Assistant Transportation Engineer assisting in preparation of PS&E for signal modifications at the intersections of Junipero Serra/John Daly Boulevard and Washington/Junipero Serra and design of Class II bicycle facilities along Eastmoor Avenue, between Baldwin Avenue and Sullivan Avenue as well as two solar radar feedback signs along Eastmoor Avenue.

**Stanton Avenue Sidewalk Improvements, Castro Valley, CA:** Assistant Transportation Engineer assisting in preparation of PS&E for signing and striping plans along a 0.9 mile stretch of Stanton Avenue from Castro Valley Boulevard to Miramar Avenue. Plans included installation of Class II and Class III bike lanes as well as Rectangular Rapid-Flashing Beacon (RRFB) at Carlton Avenue.

**Castro Street Bikeway Feasibility Study, Mountain View, CA:** Assistant Transportation Engineer assisting in preparation of conceptual design alternatives and evaluation for the installation of different bicycle facilities within the city of Mountain View's Downtown corridor of Castro Street. Concept preparation included development of conceptual design and plans and order of magnitude cost estimates to accompany feasibility study report.

**Safe Routes to School, Oakland, CA:** Assistant Transportation Engineer assisting with preparation of the PS&E for six schools in Oakland. Design plans involve signage and striping improvements, identifying and designing bulb out and curb ramp locations, new roundabout installation, traffic signal modifications for the removal of a pork chop island, and installation of driver speed feedback signs for traffic calming. This project also calls for evaluating the need for speed humps at three locations and recommending placements.

## Licenses & Certificates

We have included copies of all licenses, certificates, and degrees applicable to this Project below.



**JARIWALA, RUTA**

**LICENSE NUMBER:** 73840 **LICENSE TYPE:** CIVIL ENGINEER

**LICENSE STATUS:** CLEAR  **EXPIRATION DATE:** JUNE 30, 2023

**SECONDARY STATUS:** N/A

**CITY:** SAN JOSE **STATE:** CALIFORNIA **COUNTY:** SANTA CLARA **ZIP:** 95120



## BOARD FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS



This Is To Certify That Pursuant  
To The Provisions of Chapter 7, Division 3 of The Business and Professions Code

**Ruta Hogeshbhai Jariwala**

IS DULY LICENSED AS A  
PROFESSIONAL ENGINEER  
IN  
TRAFFIC ENGINEERING

In The State of California, and Is Entitled To All The Rights and  
Privileges Conferred In Said Code



WITNESS OUR HAND AND SEAL

Certificate No TR 2465

This 25th day of January, 2008, at Sacramento, California.

BOARD FOR PROFESSIONAL  
ENGINEERS AND LAND SURVEYORS

*Cindi Viste*

Executive Officer

*Arthur P. Smith*

President

EPRENG 7/31/02

THIS CERTIFICATE IS THE PROPERTY OF THE STATE OF CALIFORNIA AND IN THE EVENT OF ITS SUSPENSION, REVOCATION OR INVALIDATION FOR ANY REASON  
IT MUST UPON DEMAND BE RETURNED TO THE BOARD FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

Remove your new Pocket Certificate from the receipt portion and carry it with you at all times.

Board for Professional Engineers, Land Surveyors, and Geologists  
2535 Capitol Oaks Drive, Suite 300  
Sacramento, CA 95833-2944  
916 263-2222

06/05/20  
06/05/20

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BOARD FOR PROFESSIONAL ENGINEERS,  
LAND SURVEYORS, AND GEOLOGISTS  
2535 CAPITOL OAKS DRIVE, SUITE 300  
SACRAMENTO, CA 95833-2944  
916 263-2222



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3. Report any loss of this Certificate immediately in writing to the Board.
4. Please sign and carry the Pocket Certificate with you.
5. Please laminate your Certificate to avoid deterioration.

SAYED ABOTORAB FAKHRY

CERTIFICATE NO.  
TR 2237  
SAYED ABOTORAB FAKHRY  
9059 SOLEDAD ST  
GILROY CA 95020

EXPIRATION  
06/30/22

Signature

RECEIPT NO.

01573018

CERTIFICATE NO.

TR 2237

EXPIRATION DATE

06/30/22

RECEIPT NO.

01573018

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PPRTR 04/22/11

# Rutvij M Patel

2033 W Hedding St, San Jose, CA, 95128

Engineer-In-Training

Active

Print

Share: f

## Verify License Details

Original Issue Date: 10-17-2014

License Status: Active

Address Line 2:

City: San Jose

State: CA

Expiration Date: 01-31-2098

Address Line 1: 2033 W Hedding St

Licensing Board: ProfEngrsLandSurvysGeologist

County: Santa Clara

Zip: 95128

## Transportation Professional Certification Board Inc.

1627 Eye Street, NW • Suite 600 • Washington, DC 20006 USA • Tel: 202-785-0060 • Fax: 202-785-0609 • [www.tpcb.org](http://www.tpcb.org)



Riya Debnath

It is my pleasure to inform you that you have passed the written examination and are certified as a Road Safety Professional<sup>®</sup>. As an RSP1 you will be recognized as a safety professional who has the set of skills and expertise needed to consider the safety implications of the decisions we make in planning, designing, operating and maintaining the transportation system.

The Certification Board previously determined you met all other requirements for certification. If there is no balance due, you may now use the title Road Safety Professional<sup>®</sup> and/or the initials RSP1 in the conduct of your professional practice. If payment is outstanding, you must pay the balance due and only then are you a RSP1.

Your initial certification fee covers a three-year period and will expire November 20, 2024.

At the end of the three-year period, your certification may be renewed without examination if you demonstrate that you have met the continuing professional development and education activities required. The specific components of the required continuing professional development are described in the enclosed attachment. Begin earning and keeping track of your professional development units so that when it is time to renew, the necessary 24 PDHs will be easily accessible. The professional record-keeping systems, available from ITE, provide a resource to record the dates of completion of continuing education and maintain the necessary supporting documentation. [Professional Development Record Keeping System - Institute of Transportation Engineers \(ite.org\)](http://www.ite.org)

Let me again congratulate you on obtaining this certification. We hope that you will display it with justified pride and carry out your professional activities in a manner to bring added luster to the title and practice of Road Safety Professional<sup>®</sup>.

The TPCB continues its efforts to grow and enhance the value of the RSP1 and its other certifications. In 2019 the TPCB web site was redesigned and this new certification—the Road Safety Professional<sup>®</sup>—was launched. Going forward the TPCB is committed to expanding the awareness of its certification programs, encouraging jurisdictions to give preference to certificants and growing the number of certified professionals. The TPCB distributes a newsletter and highlights the value of its certification programs through the [tpcb.org](http://tpcb.org) website. If you would like to contribute to the newsletter or website, please send any items of interest to: [certification@tpcb.org](mailto:certification@tpcb.org).

Should you have questions now or in the future, please do not hesitate to contact me or the staff at the address above.

Sincerely,

Deborah L. Snyder, P.E., PTOE  
Chair, Transportation Professional Certification Board Inc.

Attachments

# Transportation Professional Certification Board Inc.

1627 Eye Street, NW • Suite 600 • Washington, DC 20006 USA • Tel: 202-785-0060 • Fax: 202-785-0609 • [www.tpcb.org](http://www.tpcb.org)



Divya Gandhi

It is my pleasure to inform you that you have passed the written examination and are certified as a Professional Transportation Planner<sup>®</sup> (PTP). As a PTP you will be recognized as one of a specialized group of professional transportation planners with the set of skills and expertise needed to build better communities.

The Certification Board previously determined you met all other requirements for certification. If there is no balance due, you may now use the title Professional Transportation Planner<sup>®</sup> and/or the initials PTP in the conduct of your professional practice. If payment is outstanding, you must pay the balance due and only then are you a PTP.

Your initial certification fee covers a three-year period and will expire on November 20, 2024.

At the end of the three-year period, your certification may be renewed without examination if you demonstrate that you have met the continuing professional development and education activities required. The specific components of the required continuing professional development are described in the enclosed attachment. Begin earning and keeping track of your professional development units so that when it is time to renew, the necessary **45 PDHs** will be easily accessible. The professional record-keeping systems, available from ITE, provide a resource to record the dates of completion of continuing education and maintain the necessary supporting documentation. [Professional Development Record Keeping System - Institute of Transportation Engineers \(ite.org\)](http://www.ite.org/development-record-keeping-system)

Let me again congratulate you on obtaining this certification. We hope that you will display it with justified pride and carry out your professional activities in a manner to bring added luster to the title and practice of Professional Transportation Planner<sup>®</sup>.

TPCB continues its efforts to grow and enhance the value of the PTP and its other certifications. In 2019, the TPCB website was redesigned and a new certification—the Road Safety Professional—was launched. Going forward, TPCB is committed to expanding the awareness of its certification programs, encouraging jurisdictions to give preference to certificants, and growing the number of certified professionals. TPCB distributes a newsletter and highlights the value of its certification programs through the [www.tpcb.org](http://www.tpcb.org) website. If you would like to contribute to the newsletter or website, please send any items of interest to [tcertification@tpcb.org](mailto:tcertification@tpcb.org).

Should you have questions now or in the future, please do not hesitate to contact me or the staff at the address below.

Sincerely,

Deborah L. Snyder, P.E., PTOE  
Chair, Transportation Professional Certification Board Inc.

Attachments



# Texas Board of Professional Engineers and Land Surveyors

*By This Certificate Bears Witness That in  
Acknowledgement of Intent to Become Licensed*

**Utsav Kirankumar Domadia**

*Is Hereby Recognized As An*

## Engineer-In-Training

*Within the State of Texas*

Date: July 9th, 2020

Expires: July 9th, 2028



EIT No. 70316

A handwritten signature in black ink, appearing to read "Sina K. Nejad", is written over a horizontal line.

Dr. Sina K. Nejad, P.E., P.Eng., Board Chair

A handwritten signature in black ink, appearing to read "Catherine Norwood", is written over a horizontal line.

Catherine Norwood, P.E., Board Secretary

**THIS IS NOT A LICENSE TO PRACTICE PROFESSIONAL ENGINEERING**



## BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS



This Is To Certify That Pursuant  
To The Provisions of Chapter 7, Division 3 of the Business and Professions Code

*Anna Lisa Highsmith*

IS DULY CERTIFIED AS AN

ENGINEER-IN-TRAINING

In The State of California, and Is Entitled To All the Rights and  
Privileges Conferred In Said Code

WITNESS OUR HAND AND SEAL

Certificate No. EIT 164696

This 15<sup>th</sup> day of June, 2018, at Sacramento, California.

VALID UNTIL PROFESSIONAL LICENSURE IS OBTAINED  
BOARD FOR PROFESSIONAL ENGINEERS,  
LAND SURVEYORS, AND GEOLOGISTS



*Richard B. Moore*  
Richard B. Moore, P.L.S. – Executive Officer

*Eric C. Johnson*  
Eric C. Johnson, P.E. – Board President

THIS CERTIFICATE IS THE PROPERTY OF THE STATE OF CALIFORNIA. IN THE EVENT OF ITS SUSPENSION, REVOCATION, OR INVALIDATION FOR ANY REASON  
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it with you at all times.

Board for Professional Engineers, Land Surveyors, and Geologists  
2535 Capitol Oaks Drive, Suite 300  
Sacramento, CA 95833-2944  
916 263-2222

06/05/20  
06/05/20

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STATE OF CALIFORNIA  
**dca**  
DEPARTMENT OF CONSUMER AFFAIRS  
BOARD FOR PROFESSIONAL ENGINEERS,  
LAND SURVEYORS, AND GEOLOGISTS  
2535 CAPITOL OAKS DRIVE, SUITE 300  
SACRAMENTO, CA 95833-2944  
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CERTIFICATE NO.  
C 48249  
CIVIL ENGINEER  
SAYED ABOTORAB FAKHRY  
9059 SOLEDAD ST  
GILROY CA 95020

EXPIRATION  
06/30/22

Signature

RECEIPT NO.  
01573001

CERTIFICATE NO. EXPIRATION DATE RECEIPT NO.  
C 48249 06/30/22 01573001

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PPRC 04/22/11



**Non-Collusion Statement**

## NON-COLLUSION STATEMENT

The Consultant (TJKM) declares, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Consultant has not directly or indirectly induced or solicited any other Consultant to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Consultant or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Consultant has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Consultant or any other Consultant, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Consultant, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Consultant has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.



## CERTIFICATION OF INSURANCE REQUIREMENTS

We have read and certify that TJKM can meet the insurance requirements as stated in the Request for Proposal.

TJKM has read the contract form, conflicts of interest provisions, and insurance and understands all.

Nayan Amin is the President of TJKM is an individual authorized to negotiate the final contract and has signed the letter.



## OTHER REQUIREMENTS

TJKM will allow all state, county, and Town of Moraga officials' access to the place of work, books, documents, papers, fiscal, payroll materials, and other relevant contract records pertinent to this Project.

TJKM will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

TJKM will comply with the California Labor Code.


TJKM has included Caltrans Local Assistance Procedures Manual (LAPM) Exhibit 10-Q on the following page.

TJKM understands that we will not be allowed to bid on, or benefit from, a construction contract to perform the project work.

TJKM will provide all necessary personnel, instruments, equipment, and materials to perform the described services.

## EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change  <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity</b>  <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known  Congressional District, if known _____	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known _____	
<b>6. Federal Department/Agency:</b> _____	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable _____	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> _____	
<b>10. Name and Address of Lobby Entity</b> (If individual, last name, first name, MI) _____  (attach Continuation Sheet(s) if necessary)	<b>11. Individuals Performing Services</b> (including address if different from No. 10) (last name, first name, MI) _____  (attach Continuation Sheet(s) if necessary)	
<b>12. Amount of Payment (check all that apply)</b> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>14. Type of Payment (check all that apply)</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
<b>13. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
<b>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:</b>  (attach Continuation Sheet(s) if necessary)		
<b>16. Continuation Sheet(s) attached:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>		
<b>17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="color: red; font-weight: bold; font-size: 1.2em;">NOT APPLICABLE</div> <div>Authorized for Local Reproduction Standard Form - LLL</div> </div>		

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files



## STATEMENT OF FINANCIAL RESPONSIBILITY

TJKM was founded in 1974 and since then has been providing professional services to its clients, with more than \$6 million in annual revenue and strong cash flow. As demonstrated in this Proposal, the TJKM Team provides unmatched depth and breadth of human, technological, and financially stable resources to provide the technical expertise for your project.

TJKM has included the prior one year of audited financial statements, as well as the 2019 and 2020 tax returns, balance sheets, and income statements. These are confidential and proprietary therefore we have include them as separate document.

TJKM certifies that we have the financial resources to sustain its operations during development of the LRSP, including the time required for the Town to pay the Contractor after acceptance.

TJKM certifies that we are not insolvent, filing or preparing to file bankruptcy, currently under bankruptcy, and has not been in bankruptcy with in prior three years.



## COST PROPOSAL

TJKM truly understands the importance of good project management. We use state-of-the-art technology and software to maintain superior quality control, to control costs, and to maximize the efficiency of resource utilization. Our proposed Project Manager, Mr. Peterson, will utilize a number of project management tools to ensure budget and schedule compliance, including:

- Internal Kick-Off Meeting with the project team to review goals of the project, to identify deadlines for deliverables, and to assign tasks for each staff member.
- Weekly meetings to maintain communication with the project team, and to review anticipated hours necessary for completing project work.
- Weekly status reviews of billing system reports to track labor and cost expenditures, ensuring budget compliance.
- Regular monthly reports provided to the Town of Moraga's Project Manager discussing progress and any outstanding issues or concerns, allowing for an open line of communication.
- Documentation of work performed to date in a status report accompanying each invoice, at the Town's request.

Timeliness and quality are essential to maintaining good business relationships and a solid reputation. TJKM is committed to preparing high quality deliverables for our clients, while maintaining schedule and budget compliance, and to meeting deadlines that will be associated with this contract.

TJKM has included our Fee Estimate in a separately sealed envelope.



## EXCEPTIONS TO CONTRACT

TJKM has reviewed the sample agreement for consulting services and is willing to accept the terms and conditions set forth in the agreement.



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Corporate Office 4305 Hacienda Drive, Suite 550, Pleasanton, CA 94588  
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# **ATTACHMENT D**

TJKM's Cost Proposal

# Town of Moraga

# Cost Proposal for Local Roadway Safety Plan

Prepared by TJKM Transportation Consultants

Task	Nayan Amin	Ruta Jariwala	Cory Peterson	Sayed Fakhry	Divya Gandhi	Rutvij Patel	Anna Highsmith	Riya Debnath	Utsav Domadia	Hours by Task	Cost by Task	TJKM Total Fee								
	PIC	Project Manager	Deputy Project Manager	QA/QC	Task Lead	Task Lead	Assistant Engineer	Assistant Planner	Assistant Engineer											
													\$91.54	\$40.55	\$81.73	\$35.16	\$65.10	\$40.34	\$33.87	\$28.37
													108.49%	108.49%	108.49%	108.49%	108.49%	108.49%	108.49%	108.49%
													32.71%	32.71%	32.71%	32.71%	32.71%	32.71%	32.71%	32.71%
Billing Rate	\$242.87	\$242.87	\$107.59	\$216.85	\$93.29	\$172.72	\$107.03	\$89.86	\$75.27											
Task 1. Visioning, Project Initiation, & Management																				
Subtask 1.1 Kick-Off Meeting																				
Subtask 1.2 Monthly Meetings & Schedule Updates																				
Subtask 1.3 Virtual Stakeholder & Town Council Meetings																				
Subtask 1.4 Community Engagement																				
Task 2. Document Review																				
Task 3. Data Collection																				
Task 4. Collision & Roadway Data Analysis																				
Subtask 4.1 Systemic Safety Analysis & Trend Analysis																				
Subtask 4.2 Identify High Risk Network																				
Task 5. Proposed Ordinance & Policies																				
Task 6. Countermeasures Development																				
Subtask 6.1 Emphasis Areas																				
Subtask 6.2 Countermeasure Toolbox																				
Task 7. Develop Safety Projects																				
Subtask 7.1 Safety Projects, Cost Estimate, & BCR Analysis																				
Subtask 7.2 Implementation Program																				
Task 8. Final LRSP (Includes Grant Ready Materials)																				
Sub-Total																				
Mileage																				
											Total	\$ 44,156.25	\$ 500.00	\$ 44,656.25						

**EXHIBIT 10-H1 COST PROPOSAL** PAGE 1 OF 3**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 SubconsultantConsultant TJKM Transportation ConsultantsProject No. 21-409

Contract No. \_\_\_\_\_

Date 1/13/2022**DIRECT LABOR**

Classification/Title	Name	hours	Actual Hourly Rate	Total
Project Manager	Ruta Jariwala, PE, TE*	40	\$91.54	\$3,661.60
PIC	Nayan Amin, TE*	12	\$91.54	\$1,098.48
Deputy Project Manager	Cory Peterson*	55	\$40.55	\$2,230.25
QA/QC	Sayed Fakhry, PE, TE*	14	\$81.73	\$1,144.22
Task Lead	Divya Gandhi, PTP*	50	\$35.16	\$1,758.00
Task Lead	Rutvij Patel, EIT*	18	\$65.10	\$1,171.80
Assistant Transp Engineer	Anna Highsmith	50	\$40.34	\$2,017.00
Assistant Transp Planner	Riya Debnath	44	\$33.87	\$1,490.28
Assistant Transp Engineer	Utsav Domadia	73	\$28.37	\$2,071.01

**LABOR COSTS**

a) Subtotal Direct Labor Costs

\$16,642.64

b) Anticipated Salary Increases (see page 2 for sample)

\$0.00

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]**

\$16,642.64

**INDIRECT COSTS**d) Fringe Benefits (Rate: 32.71% )

e) Total Fringe Benefits 5443.807544

f) Overhead (Rate: 108.49% )

g) Overhead [(c)x(f)] 18055.60014

h) General and Administrative (Rate: 0.00% )

i) Gen &amp; Admin [(c) x (h)] 0

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]**

\$23,499.41

**FIXED FEE**k) **TOTAL FIXED PROFIT [(c) + (j)] x fixed fee 10%**

\$4,014.20

**1) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit(s)	Unit Cost	Total
Mileage Costs	0		\$0.560	\$500.00
Equipment Rental and Supplies				\$0.00
Permit Fees				\$0.00
Plan Sheets			\$18.00	\$0.00
Test				\$0.00
1) <b>TOTAL OTHER DIRECT COSTS</b>				\$500.00

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

Subconsultant 1:

\$0.00

Subconsultant 2:

\$0.00

Subconsultant 3:

\$0.00

Subconsultant 4:

\$0.00

m) **TOTAL SUBCONSULTANTS' COSTS:**

\$0.00

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]**

\$500.00

**TOTAL COST [(c) + (j) + (k) + (n)]**

\$44,656.25

**NOTES:**

- 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 the Federal cost principals. Subconsultants will provide their own cost proposals.
- 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.
- Anticipated salary increases calculation (page 2) must accompany.

**EXHIBIT 10-H1 COST PROPOSAL** PAGE 2 OF 2  
**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 hou**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$16,642.64	356	=	\$46.75	Year 1 Avg Hourly Rate

**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	\$46.75	+	0%	=	\$46.75	Year 2 Avg Hourly Rate
Year 2	\$46.75	+	0%	=	\$46.75	Year 3 Avg Hourly Rate
Year 3	\$46.75	+	0%	=	\$46.75	Year 4 Avg Hourly Rate
Year 4	\$46.75	+	0%	=	\$46.75	Year 5 Avg Hourly Rate

**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%	*	356.0	=	356.0	Estimated Hours Year 1
Year 2	0.00%	*	356.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	356.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	356.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	356.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	356.0	

**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	\$46.75	*	356	=	\$16,642.64	Estimated Hours Year 1
Year 2	\$46.75	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$46.75	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$46.75	*	0	=	\$0.00	Estimated Hours Year 4
Total Direct Labor Cost with Escalation				=	\$16,642.64	
Direct Labor Subtotal before Escalation				=	\$16,642.64	
Estimated total of Direct Labor Salary Increase				=	<b>\$0.00</b>	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 approved.

**Certification of Direct Costs:**

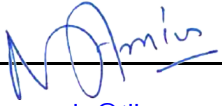
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principals (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contract
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principals and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
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 Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name:	<u>Nayan Amin</u>	Title:	<u>President</u>
Signature:		Date of Certification (mm/dd/yyyy):	<u>1/13/2022</u>
Email:	<u><a href="mailto:namin@tjkm.com">namin@tjkm.com</a></u>	Phone Number:	<u>925.463.0611</u>
Address:	<u>4305 Hacienda Drive, Suite 550, Pleasanton, CA 94588</u>		

\*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 of services the consultant is providing under the proposed contract:**

Traffic Engineering & Transportation Planning