

DESIGN SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated March 19, 2019 ("Effective Date") and is between the City of Manhattan Beach, a California municipal corporation ("City") and Kimley-Horn and Associates, Inc., a North Carolina corporation ("Consultant"). City and Consultant are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. City issued Request for Proposals No. 1180-19 on August 21, 2018, titled "Design Services for the Roadway Safety Bollards/Barricade Project". Consultant submitted a proposal dated September 17, 2018 in response to the RFP.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Consultant as an independent contractor and Consultant desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

1. Consultant's Services.

A. Scope of Services. Consultant shall perform the design services described in the Scope of Services (the "Services") attached as **Exhibit A**. Consultant's proposal is attached as **Exhibit C**. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Consultant Representative shall be Aryo Rad, P.E., QSD/P, Project Manager (the "Consultant Representative"). The Consultant Representative shall directly manage Consultant's Services under this Agreement. Consultant shall not change the Consultant Representative without City's prior written consent.

C. Time for Performance. Consultant shall commence the Services on the Effective Date and shall perform all Services in conformance with the project timeline set forth in **Exhibit A**.

D. Standard of Performance. Consultant shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through December 31, 2020, unless sooner terminated as provided in Section 12 of this Agreement or extended.

3. Compensation.

A. Compensation. As full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. In no event shall Consultant be paid more than \$58,328.00 (the "Maximum Compensation") for such Services.

B. Expenses. The amount set forth in paragraph 3.A. above includes reimbursement for all expenditures incurred in the performance of this Agreement.

C. Unauthorized Services and Expenses. City will not pay for any services not specified in the Scope of Services, unless the City Council or the City Representative, if applicable, and the Consultant Representative authorize such services in writing prior to Consultant's performance of those services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council, or (where authorized) the City Manager shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

A. Invoices. Consultant shall submit to City an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Consultant in writing within ten Business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this Agreement. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant. Notwithstanding the preceding sentence, if Consultant is a nonresident of California, City will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code Section 18662 and applicable regulations.

C. Audit of Records. Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this Agreement available during Consultant's regular working hours to City for review and audit by City.

5. Independent Contractor. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

6. Information and Documents.

A. Consultant covenants that all data, reports, documents, surveys, studies, drawings, plans, maps, models, photographs, discussion, or other information (collectively "Data and Documents") developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Consultant, its officers, employees, agents, or subcontractors shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

C. All Data and Documents required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Consultant as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original Data and Documents, including computer files containing Data and Documents generated for the Services, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without Consultant's permission. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.

D. Consultant's covenants under this Section shall survive the expiration or termination of this Agreement.

7. Conflicts of Interest. Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar Services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

8. Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnity for Design Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, indemnify, and hold harmless City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively "Liabilities"), whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, its officers, agents, servants, employees, subcontractors, material men, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code Section 2782.8(c)(2).

B. Other Indemnities.

1) Other than in the performance of design professional services, and to the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Claim with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph B.2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnities, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Claims in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties.

C. Workers' Compensation Acts not Limiting. Consultant's obligations under this Section, or any other provision of this Agreement, shall not be limited by the

provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

D. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, Claims, tax, assessment, penalty or interest asserted against City.

E. Survival of Terms. The indemnification in this Section shall survive the expiration or termination of this Agreement.

9. Insurance.

A. Minimum Scope and Limits of Insurance. Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$300,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has no employees.

4) Professional Liability/Errors and Omissions Insurance with minimum limits of \$1,000,000.00 per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City, and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Consultant and Consultant's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Consultant shall, within two Business Days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Consultant shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring

during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 8 of this Agreement.

K. Subcontractor Insurance Requirements. Consultant shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

10. Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent Data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

11. Records and Inspections. Consultant shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

12. Termination of Agreement.

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least five calendar days before the termination is to be effective. Consultant may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

B. Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the Services required by this Agreement. Consultant shall have

no other claim against City by reason of such termination, including any claim for compensation.

13. Force Majeure. Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

14. Default.

A. Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default.

B. In addition to the right to terminate pursuant to Section 12, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Consultant with written notice of the default. Consultant shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

15. Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Consultant's and City's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

If to City:

Attn: Adilia Miller, P.E.
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, California 90266
Telephone: (310) 802-5362
Email: amiller@citymb.info

If to Consultant:

Aryo Rad, P.E., Project Manager
Kimley-Horn and Associates, Inc.
765 The City Drive, Suite 200
Orange, CA 92868
Telephone: (714) 786-6340
Email: aryo.rad@kimley-horn.com

With a courtesy copy to:

Quinn M. Barrow, City Attorney
1400 Highland Avenue

Manhattan Beach, California 90266
Telephone: (310) 802-5061
Email: qbarrow@rwglaw.com

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

17. Prohibition of Assignment and Delegation. Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

18. No Third Party Beneficiaries Intended. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

20. Final Payment Acceptance Constitutes Release. The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency

of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.

21. Corrections. In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction.

22. Non-Appropriation of Funds. Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

23. Exhibits. Exhibits A, B, and C constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Consultant's proposal, the provisions of this Agreement shall control.

24. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

25. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

26. Word Usage. Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

27. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing

shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

28. Business Days. "Business days" means days Manhattan Beach City Hall is open for business.

29. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior court with geographic jurisdiction over the City of Manhattan Beach.

30. Attorneys' Fees. In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

31. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

32. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

33. Corporate Authority. Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Manhattan Beach,
a California municipal corporation

Consultant:

Kimley-Horn and Associates, Inc.,
a North Carolina corporation


By: _____

Name: Bruce Moe
Title: City Manager

By:  PG 53-31

Name: Darren Adria
Title: Vice President

ATTEST:

By: 

Name: Vincent Houlihan PE 16919
Title: Sr. Vice President

By: _____

Name: Liza Tamura
Title: City Clerk

**PROOF OF AUTHORITY TO BIND CONTRACTING
PARTY REQUIRED**

APPROVED AS TO FORM:

By: _____

Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO CONTENT:

By: _____

Name: Steve S. Charelian
Title: Finance Director

EXHIBIT A SCOPE OF SERVICES

Task 1: Project Coordination, Meetings, and Management

Kimley-Horn team members will attend one initial kick-off meeting to confirm project elements, objectives, scope, and schedule; and attend PDT coordination meetings with the City. This encompasses review and comments in response to the City's staff ideas. This task will also entail phone and email communications. The following meetings are anticipated:

1. Project Kick-Off Meeting – 1 meeting
2. Project Progress Meetings – 5 meetings
3. Utility Company / Agency Meeting – 2 meetings

Task 2: Data Collection and Field Observation

2.1 Utility Research – Kimley-Horn will obtain readily available record drawings and data pertinent to the scope of services, such as GIS mapping, as-built plans, and utility atlases. They will maintain a utility agency tracking list to indicate the status of communication and add a contact list for substructure and utility owner-operators. They anticipate assisting the City with utility notification letters consisting of one Utility Information Request.

2.2 Field Observation – Kimley-Horn will conduct field observation to review and to observe existing site conditions. Field review will encompass developing and preparing logistics and materials for observing existing surface conditions and documenting potential locations for the proposed protection devices. Kimley-Horn will document the field observations with site photos and aerial mapping markup. Kimley-Horn will update the aerial mapping of existing condition based on the field markup.

Task 3: Design Development Plans

Kimley-Horn will prepare a base map of existing conditions of each event location. This task assumes that existing aerial mapping is available and acceptable for base mapping. Kimley-Horn will develop a design development plan (conceptual drawing) for the locations of proposed protection devices. Design development plans will consist of existing condition based on aerial imagery, approximate location of existing utilities based on received data as part of Task 2, and proposed protection devices types and locations, within the project limits, per exhibits in the City's RFP. The plans will show horizontal design information. Design development plans will be prepared at a scale of 1" = 40' horizontal. Plan preparation will be coordinated with the City and other agencies. Kimley-Horn assumes the City will provide two sets of consolidated comments for each submittal. Modifications to existing utilities are not anticipated for this project.

Deliverables: Draft and Final Design Development Plans, electronic files in PDF.

Task 4: Opinion of Probable Construction Cost

Kimley-Horn will prepare an Opinion of Probable Construction Costs (Estimate) based on quantities, for construction budgeting purposes. Unit prices will be derived from readily available current bid information based on similar projects within the area. Back-up will be generated from lump sum items. Contingencies will be shown, as agreed upon with City staff.

Deliverables: *Opinion of Probable Construction Cost*

Task 5: City Council Presentation

Kimley-Horn team will prepare presentation material and will attend up to two City Council meetings and workshops, and one Parking and Public Improvement Commission meeting to demonstrate and discuss project features with City Council, City staff, public audience, and stakeholders. This encompasses a PowerPoint presentation showing the preliminary design plans and other related information. Kimley-Horn assumes the presentation materials prepared for the first meeting will be reused for the following meetings.

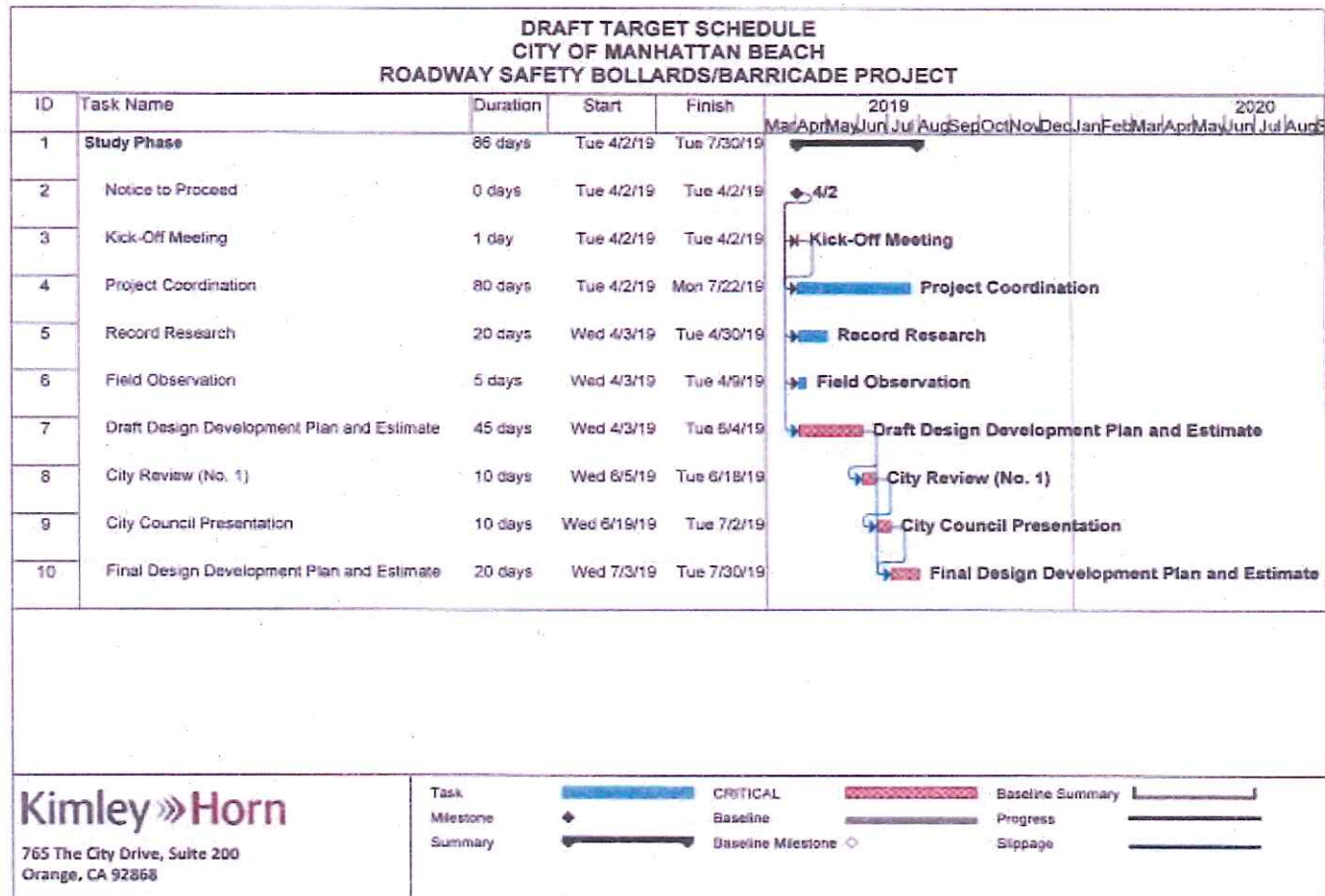
Deliverables: *PowerPoint presentation*

Task 6: Other Services as Directed by City Staff

Kimley-Horn will provide additional design engineering services as directed by City staff for the project. Additional services may entail meeting with City staff, community outreach meeting attendance, and rendering. Kimley-Horn will prepare renderings for the proposed bollard locations upon the City's request. Renderings will be prepared by superimposing proposed bollards on pictures taken from existing conditions.

DESIGN SERVICES FOR THE ROADWAY SAFETY BOLLARDS / BARRICADE PROJECT

Project Schedule



		Kimley-Horn Staff										Schedule = 4 Months		
Hourly Billing Rate		Principal-in-Charge	Project Manager	Deputy Project Manager	QA/QC/ Sr. Professional II	Sr. Professional I	Professional II	Professional I	Analyst II	Analyst I	Support Staff	Total Hours	Labor Cost	Total Cost
		\$295.00	\$220.00	\$235.00	\$250.00	\$220.00	\$180.00	\$150.00	\$100.00	\$120.00	\$100.00			
Task 1	Project Coordination, Meetings, and Management	2	28	8							8	46	\$ 9,430.00	\$ 9,430.00
Task 2	Data Collection and Field Observation		8	4		2		8	8	20		50	\$ 7,780.00	\$ 7,780.00
Task 3	Design Development Plans	1	3	8	4	4	8	8	16	36		88	\$ 13,835.00	\$ 13,835.00
Task 4	Opinion of Probable Construction Cost		3	2	2		2	8	32			49	\$ 7,370.00	\$ 7,370.00
Task 5	City Council Presentation (Total of Three meetings)		15	15				5	12			47	\$ 9,135.00	\$ 9,135.00
Task 6	Other Services as Directed by City Staff (\$8,000)											0	\$ 8,000.00	\$ 8,000.00
TOTAL HOURS		3	57	37	6	6	10	29	68	56	8	280		
Subtotals		\$ 885	\$ 12,540	\$ 8,695	\$ 1,500	\$ 1,320	\$ 1,900	\$ 4,350	\$ 8,840	\$ 6,720	\$ 800		\$ 55,530	\$ 55,550
FTE (Weeks)		0.1	1.4		0.2		0.3	0.7	1.7		0.2	7.0		
Expenses (as a percentage of labor fees)													5.0%	\$ 2,778
TOTAL COST														\$ 58,328

Assumptions and Exclusions

The following assumptions were made when preparing the Cost Proposal. If any of these change, we would need to re-evaluate our effort and potentially adjust the fee.

1. Surveying and mapping are excluded from this scope of services. If required, Kimley-Horn can provide Surveying services as under a separate scope and fee for the project.
2. Based on the City's RFP, we assume there will be another phase for the project to prepare detail design plans and specifications for construction. Efforts for this proposal is limited to the study phase.
3. Permanent right-of-way acquisition, including permanent easements, is not anticipated, and is excluded from this scope of services.
4. Traffic control plans and construction staging are excluded.
5. Environmental studies and documentation including CEQA, NEPA, and Phase I and II Environmental Site Assessment are excluded.
6. Electrical design other than what is mentioned in the scope of services is not anticipated for the project.
7. Relocation, or modification of advertisement signs and billboards are not anticipated and are not included in this scope of services.
8. Traffic study is not anticipated and is excluded from this scope of services.
9. Utility potholing is not included.
10. Major utility modification is not anticipated and is excluded from this scope of services.
11. Utility company's fees, and the City's and other Agencies' permit fees are excluded.

Expenses

Expenses will be invoiced as a percentage (5%) of the labor fee along with monthly invoices. Expenses include: telephone, fax, in-house duplication, in-house blueprinting, postage, word processing computer time, and local mileage under 100 miles.

*Task 6: The fee for preparation of each rendering will be \$1,400. Additional meetings will be per hourly rates per person and total hours spent for each meeting attendance and meeting preparation.

**EXHIBIT C
CONSULTANT'S PROPOSAL**

Prepared for:



PROPOSAL FOR

**DESIGN SERVICES FOR THE ROADWAY
SAFETY BOLLARDS / BARRICADE PROJECT**

Prepared by:

Kimley»Horn

Expect More. Experience Better.



PROPOSAL FOR

**DESIGN SERVICES FOR THE ROADWAY
SAFETY BOLLARDS / BARRICADE PROJECT**

COVER LETTER

October 30, 2018

Prem Kumar, P.E.
City Engineer
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266

765 The City Drive
Suite 200
Orange, California
92668
TEL 714 786 6340

Dear Mr. Kumar and Members of the Selection Committee:

The **City of Manhattan Beach** (City) is taking a major step forward in improving roadway and pedestrian safety at strategic locations to provide a safer community for its residents and visitors. We at **Kimley-Horn and Associates, Inc.** (Kimley-Horn) are excited about the opportunity to partner with the City on this project. We think you will find that our team offers the understanding, proven experience, and project management expertise that is required to make this project a success. Partnership with Kimley-Horn on this project offers the following benefits to the City:

We know the City. I, **Aryo Rad, P.E., QSD/P**, have worked in Manhattan Beach since 2010. I have worked with the City staff hand in hand and successfully completed several projects from design phase to construction. My working experience with the City made me familiar with the challenges the City staff face on day-to-day tasks. Additionally, our team has already conducted a preliminary field investigation to gain a better understanding of the location and the work to be accomplished.

We are safety design experts. Kimley-Horn has a successful track record of designing new and innovative safety projects throughout Southern California and nationwide. **Shannon Ahartz, P.E., Deputy Project Manager**, has 28 years of experience managing and designing transportation and infrastructure projects, including arterial roadways, complete streets, downtown streetscapes, pedestrian facilities, and security features to protect pedestrians from errant and terrorist vehicles. Shannon offers the City significant expertise in bollard safety design.

Additionally, our team is skilled at all factors associated with bollards/barricades design, such as: roadway improvements, utility coordination, construction support, federal funding support, and the reduction of traffic impacts during construction. We offer this expertise to the City—all while looking for cost-saving opportunities.

Proven project management methods. Kimley-Horn operates a client-centered style of management oriented toward maintaining the high levels of quality and communication that our clients have come to expect. I will serve as project manager and will work in close liaison with the City's project manager throughout project development, and specifically at status review meetings. Our team will work with the City staff to further develop the project's goals and to progress with a comprehensive work plan that includes a list of project tasks, scheduling requirements, and manpower requirements necessary to complete these tasks on time and within budget. The work plan will be continually monitored and revised as the project proceeds, to meet the time and budget constraints.

Our team is very excited about this opportunity to work with your staff and we look forward to partnering with the City for the successful completion of this project. For additional information, please contact me at 714.786.6340 or @ aryo.rad@kimley-horn.com.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Aryo Rad, P.E., QSD/P
Project Manager



Darren Adrian, P.E.
Principal-in-Charge

Aryo Rad is the person legally authorized to bind Kimley-Horn to a contract for the execution of the work.

Kimley-Horn and Associates, Inc. is a corporation chartered under the laws of the State of California.

TABLE OF CONTENTS

Cover Letter.....	i
a. Understanding Scope of Services	1
b. Methodology and Work Plan.....	4
c. Project Management	7
d. Statement of Qualifications: Plans, Specifications, and Estimate	9
e. Resource Allocation Matrix.....	25
f. Project Schedule	25
g. Contract Exceptions.....	25
Appendix	
Certifications	

DESIGN SERVICES FOR THE ROADWAY SAFETY BOLLARDS / BARRICADE PROJECT

A. UNDERSTANDING SCOPE OF SERVICES

Kimley-Horn understands that the City of Manhattan Beach is proposing to install roadway safety bollards and/or barricades at strategic locations to improve pedestrian protection. The City has identified four different event locations to provide pedestrian protection during community events. The City wishes to have a design development phase to evaluate bollards/barricades options. We envision the following goals for the project:

- Create a safer public space in the City's streets and protect pedestrians from errant vehicles
- Maintain walkability while enhancing safety for all modes of transportation
- Evaluate various available options for protection devices
- Locate proposed improvements within the areas with less conflict with existing underground or above ground utilities
- Coordinate the design effort with the City and other stakeholders to achieve concurrence on proposed solutions
- Provide recommendations with possible products, required maintenance, and opinion of probable construction cost



Retractable bollards can be used as needed and are easy to manage.

We understand the construction will be completed within the existing City's Right-of-Way and no right-of-way will be acquired for this project. Kimley-Horn understands major utility relocation shall be avoided if possible. Minor adjustment or relocation of utility boxes may be acceptable.

The methodology for site selection will be based on weighted criteria such as:

- Vehicle Volume per Day (VPD) along roadway adjacent to walking paths
- Speed of vehicles traveling along the roadway adjacent to walking paths
- Pedestrian volume
- Geometry of sidewalk, walking paths, and crosswalks



Manhattan Beach Blvd. is a center location for the City's events.

The study will show the optimum locations for the bollard or other protection devices, recommended bollard or other protection devices type including manufacturers, potential conflict with existing features, and construction and maintenance costs associated with the recommended solution.



PROPOSAL FOR

DESIGN SERVICES FOR THE ROADWAY SAFETY BOLLARDS / BARRICADE PROJECT

B. METHODOLOGY AND WORK PLAN

Based on our experience, we have prepared our work plan and approach for the primary components of the project.

Effective Communication

Communication between our design team and the City is critical to thoroughly understanding your vision and implementing the innovative and cost-effective solutions that our team is known for. Effective communication begins with the Kimley-Horn Team listening to the City of Manhattan Beach's ideas, concerns, and goals. Making certain that our team and your staff are on the same page throughout the course of the project will help avoid or mitigate potential problems or issues that may arise. In our experience, successful techniques include monthly progress development team meetings (PDT) and bi-weekly progress reports, regular conference calls to keep you abreast of critical issues, and ongoing electronic communications among all members of the project team, including e-mail and an internet ftp site dedicated to the project.

Community Engagement

Community engagement at various points during the project allow participants to participate in the preliminary and final design process. The Kimley-Horn Team believes outreach materials including PowerPoint presentations, graphics, exhibits, fact sheets, and all materials required for community engagement activities must be created in a meaningful and strategic way. Kimley-Horn staff members have engaged the public effectively and successfully during the development of many projects in surrounding Cities and we will apply the best elements of that successful outreach approach to the City for the Roadway Safety project.

Resource Availability

Our unique culture allows us to operate with the soul of a small firm. This benefits our clients such that we can truly customize our services to be tailored to your specific needs, but with the resources of a large firm, should they be needed. We have the resources, both in staffing depth and in financial stability, to be thoroughly responsive to your needs while keeping the project under budget and on schedule. To use reasonable professional effort to be responsive to the City's needs, Kimley-Horn uses a workload forecasting technique to determine staff availability, known as our "cast-aheads" process, to determine resource requirements by division, office, and region. This cast-aheads process enables us to assign the staff and technical resources needed to complete each project on time and to our client's satisfaction.

Responsive and Cost-Effective Solutions

Responsiveness is much more than proximity or distance from our office to the client's office. Responsiveness is providing the client with information on short notice. It's promptly returning phone calls. It's meeting the client's needs. And it's where Kimley-Horn excels. We put our client's needs first. When you call, we will be there. We strongly believe that Kimley-Horn's continuing success rests on the strengths of its day-to-day management, vision for the firm, emphasis on quality, and responsiveness to you, our client. We have

worked with multiple public agencies on their capital improvement projects, so we understand the importance of providing cost-effective solutions in the early stages of design.

Our Approach

Based on our experience working on identical projects, we have prepared our approach to the primary challenges of the project.

Bicyclist and Pedestrian Safety

Providing safe travel for bicyclists and pedestrians is an important element for creating a safe public environment. Bollard and street barricades can be negatively perceived as obstacles for those on foot or bicyclists. Making protection devices more visible with painting or additional marking will help reduce potential conflicts with all modes of the traffic. This also helps to increase visibility for drivers so there will be less chance of vehicles going out of the proper travel path.

Operation and Maintenance

Bollards, specifically those that are retractable should be low maintenance, so the City's maintenance crew can easily handle the majority of the repairs in-house. Any maintenance or repair for damaged devices that requires manufacturer involvement will prolong pedestrian exposures to potential accidents. A durable low maintenance design should be considered while maintaining aesthetics of protection devices to match surrounding streetscape.

Utilities

Although it is not the purpose of this phase of the project to provide a construction document package, an accurate utility locating will greatly help in the implementation phase to reduce the chance of conflicts with underground or above ground utilities. Pedestrian protection devices can have large and deep footing to provide enough safety against larger size vehicles. Based on our project manager's past experience working with the City on utility projects, we understand that this task might be a challenge

due to multiple underground utility lines on the City's streets and we plan to coordinate with utility companies to obtain enough information for the study phase of the project. This information can be later supplemented with further utility research for the implementation phase.

Scope of Services

The tasks below are intended to supplement and clarify the scope items in the RFP, to demonstrate phases of our services, tasks, and deliverables to be completed. Additional items that may be required to complete the scope of services are described at the end of this section under Task 6: Other Services. Design plans and reports indicated will follow the City's standard format, unless indicated otherwise. We assume a 4-month schedule for study beginning January 2019 with design services completed by April 2019.

Task 1: Project Coordination, Meetings, and Management

Kimley-Horn team members will attend one initial kick-off meeting to confirm project elements, objectives, scope, and schedule; and attend PDT coordination meetings with the City. This encompasses review and comments in response to the City's staff ideas. This task will also entail phone and email communications. We anticipate following meetings:

1. Project Kick-Off Meeting – 1 meeting
2. Project Progress Meetings – 5 meetings
3. Utility Company / Agency Meeting – 2 meetings

Task 2: Data Collection and Field Observation

2.1. Utility Research - Kimley-Horn will obtain readily available record drawings and data pertinent to the scope of services, such as GIS mapping, as-built plans, and utility atlases. We will maintain a utility agency tracking list to indicate the status of communication and add a contact list for substructure and utility owner-

operators. We anticipate assisting the City with utility notification letters consisting of one Utility Information Request.

2.2. Field Observation - Kimley-Horn will conduct field observation to review and to observe existing site conditions. Field review will encompass developing and preparing logistics and materials for observing existing surface conditions and documenting potential locations for the proposed protection devices. Kimley-Horn will document the field observations with site photos and aerial mapping markup. Kimley-Horn will update the aerial mapping of existing condition based on the field markup.

Task 3: Design Development Plans

Kimley-Horn will prepare a base map of existing conditions of each event location. This task assumes that existing aerial mapping is available and acceptable for base mapping. Kimley-Horn will develop a design development plan (conceptual drawing) for the locations of proposed protection devices. Design development plans will consist of existing condition based on aerial imagery, approximate location of existing utilities based on received data as part of Task 2, and proposed protection devices types and locations, within the project limits, per exhibits in the City's RFP. The plans will show horizontal design information. Design development plans will be prepared at a scale of 1" = 40' horizontal. Plan preparation will be coordinated with the City and other agencies. We assume the City will provide two sets of consolidated comment for each submittal. Modifications to existing utilities are not anticipated for this project.

Deliverables: Draft and Final Design Development Plans, electronic files in PDF.

Task 4: Opinion of Probable Construction Cost

Kimley-Horn will prepare an Opinion of Probable Construction Costs (Estimate) based on quantities, for construction budgeting purposes. Unit prices will be

derived from readily available current bid information based on similar projects within the area. Back-up will be generated for lump sum items. Contingencies will be shown, as agreed upon with City staff.

Deliverables: Opinion of Probable Construction Cost

Task 5: City Council Presentation

Kimley-Horn team will prepare presentation material and will attend up to two City Council meeting and workshops, and one Parking and Public Improvement Commission meeting to demonstrate and discuss project features with City Council, City staff, public audience, and stakeholders. This encompasses a PowerPoint presentation showing the preliminary design plans and other related information. We assume the presentation materials prepared for the first meeting will be reused for the following meetings.

Deliverables: PowerPoint presentation

Task 6: Other Services as Directed by City Staff

Kimley-Horn will provide additional design engineering services as directed by City staff for the project. Additional services may entail meeting with City staff, community outreach meeting attendance, and rendering. We will prepare renderings for the proposed bollard locations upon the City's request. Renderings will be prepared by superimposing proposed bollards on pictures taken from existing conditions. Our fee for preparation of each rendering will be \$1,400. Additional meetings will be per hourly rates per person and total hours spent for each meeting attendance and meeting preparation. We have assumed \$8,000 for this task.

**DESIGN SERVICES FOR THE ROADWAY
SAFETY BOLLARDS / BARRICADE PROJECT**

C. PROJECT MANAGEMENT

Kimley-Horn has extensive expertise and experience in all facets of municipal projects and are knowledgeable about federal, state, county, and municipal regulations. Our project manager, **Aryo Rad, P.E., QSD/P**, will serve as the primary point of contact, and will manage the team through the length of the contract. Aryo has more than 20 years of municipal engineering experience and has managed several projects with various cities in California. His experience includes design, planning, plan checking, and construction of roadways, transportation facilities, streetscape improvements, and underground utilities (water, sewer, and storm drains). Aryo leads the Kimley-Horn Team to provide quality design, planning, and construction support services. He will be available to City staff to use reasonable professional effort for a timely response to service requests, including questions about budgets, invoices, and schedules. As an experienced project manager with work throughout California including the City of Manhattan Beach, Aryo has been responsible for the preparation of project design and bid documents for a broad range of public agency and private development projects. He is supported by staff with a depth of extensive local experience to provide project analysis, technical support, and design reviews.

Team Organization

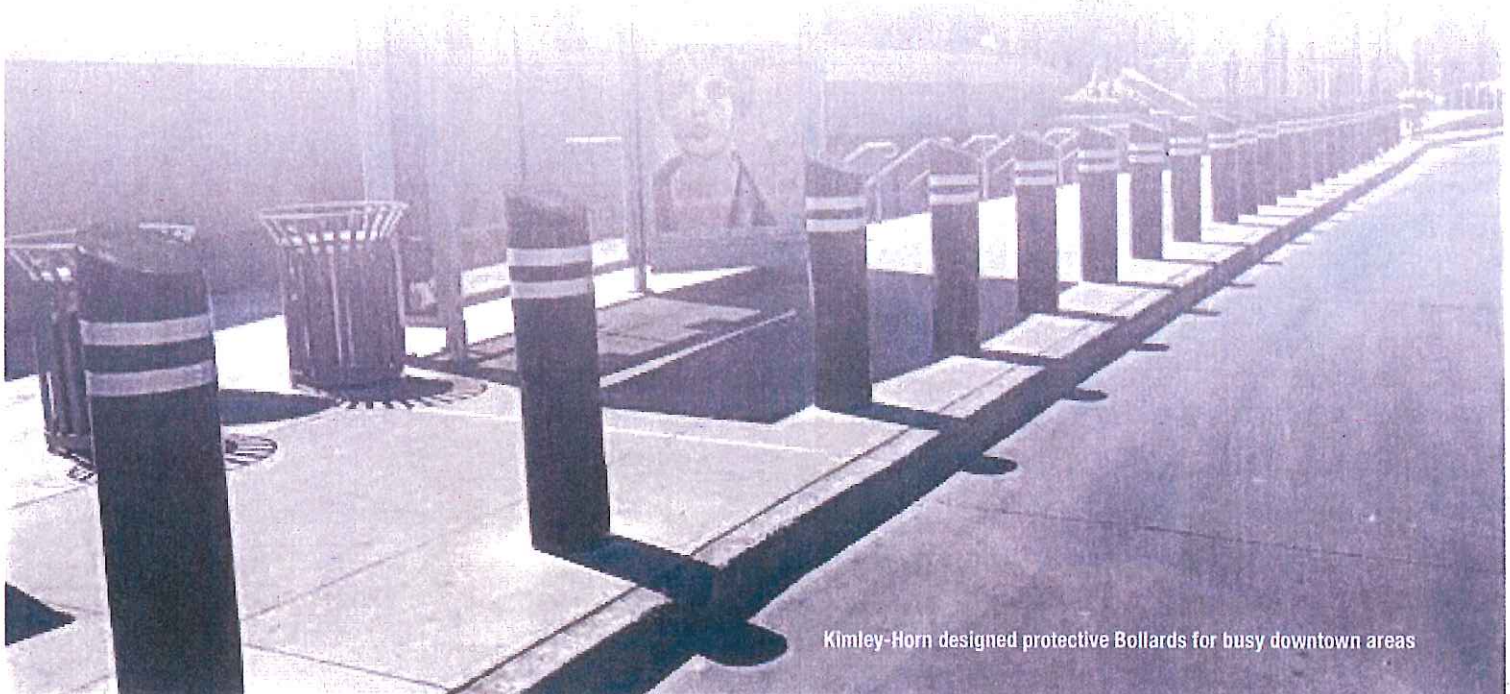
Our team organization chart illustrates our team members' roles and responsibilities, but our firm's culture has established open and clear lines of communication between our staff. Kimley-Horn principals and management committee members take an active, hands-on role in the firm's day-to-day operations to see that our corporate commitments are met to our clients' satisfaction. Because we strive to give clients a better experience we don't get bogged down in internal processes like other firms. And we know that problem/task resolution is a critical element of management. Our approach is to "deal with it now" by making good basic decisions and seeking advice, as necessary, without allowing a problem to get out-of-hand due to indecision. Problems require immediate, and often senior staff-level, attention in order to be effectively addressed—there is no more effective or efficient means of doing so. Our firm also takes a proactive leadership role, where possible. A concerted effort is made to anticipate potential problems or negative impacts to operations and project development before these situations occur. These efforts allow us to make decisions which can preempt difficulties that hinder project development.

Our Commitment to Quality

Quality projects don't happen by accident at Kimley-Horn. Our people have been firmly committed to top quality since the firm began 51 years ago, and ultimately our people are responsible for exceeding the client's expectations for quality. We are seriously committed to providing quality services. Kimley-Horn developed a QC/QA (Quality Control/Quality Assurance) manual that every project manager is required to know and use. Our stringent procedures will help ensure high-quality services that satisfy your needs. The objective of our QC/QA program is to produce deliverables that conform to your scope and minimize the number of errors and omissions. Our QC/QA program is based on the following philosophy:

1. **Quality is achieved** by adequate planning, coordination, supervision, and technical direction; proper definition of the job requirements and procedures; understanding the scope of services; and the use of appropriately skilled personnel performing work functions carefully. Individuals who are not directly responsible for performing the initial efforts assure quality through the careful oversight of work activities.
2. **Quality is controlled** by assigning a manager to evaluate all work and procedures followed while providing the services.
3. **Quality is verified** through independent reviews by a qualified staff member of the processes, procedures, documentation, supervision, technical direction, and staffing associated with the project development.
4. **Quality is assured** through a carefully designed system of cross checks and independent reviews.

Quality control measures are put in place to control not only the quality of deliverables, but also the quality of the process and communication with you. Our project managers assign professionals who are not otherwise associated with the project to serve as quality control reviewers and provide detailed project checks from a neutral perspective. Together, our quality reviewer and project manager will plan a carefully structured scope of services, corresponding schedule, and accurately developed budget, as well as determine appropriate stages at which quality reviews should occur. We simply don't begin an assignment until these elements are in place and mutually agreed upon. This saves you time and money by making sure the job is done right the first time; ask our clients about our quality performance on past projects.



Kimley-Horn designed protective Bollards for busy downtown areas

comprehensive statewide plans and requirements for pedestrian/bicycle facilities, and designed over 200 miles of bicycle trails.

Green Streets

Green Streets combine multiple elements that allow a roadway to be an extension of the sustainable environment. We can create sustainable roadway design, can incorporate stormwater management elements such as permeable pavements, vegetated water quality facilities, and open spaces that reduce runoff and strive to duplicate predevelopment hydrology. Energy reduction technologies such as LED lighting and traffic signals can be used. In addition, heat island effects are reduced using reflective pavements and the incorporation of street trees. Green Streets can be designed with "Complete Streets" principles that encourage alternate modes of transportation. This is not an emerging discipline for Kimley-Horn, but a recognition of how we can blend sustainability and roadway design.

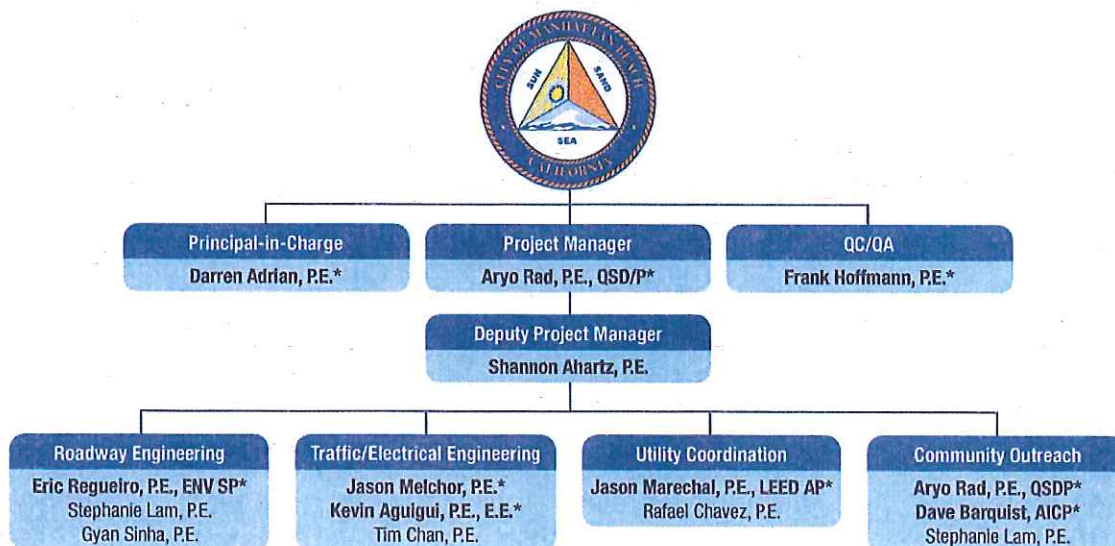
Our Team

When you choose a consultant, you are really choosing the people who offer you the technical expertise, hands-on experience with similar projects, and commitment to a high standard of quality and client service that will make your projects as

successful as you have envisioned. Our team is comprised of project management, engineers, and technical staff to provide streamlined design engineering support on a variety of tasks.

While we remain responsive to our clients' dynamic needs by drawing upon a diverse professional staff, we also provide management continuity through the assignment of a client-oriented project manager. **Aryo Rad, P.E., QSD/P**, will provide overall management and coordination for Kimley-Horn's design services. Aryo will be supported by a team of experienced engineers and subconsultant specialists.

Aryo will coordinate all team members' efforts and deliverables. Before a project starts, he will conduct a project scoping meeting with all respective team members to brainstorm the project issues. Our team also will conduct a project initiation meeting with the appropriate team members to coordinate the project plan including milestones, deliverables, and current project events. Project coordination meetings will be scheduled depending upon the project duration to make sure the project remains on track with the project plan. As demonstrated on the organization chart and resumes of our key team members, Kimley-Horn has assembled a core group of talented, savvy professionals, each of whom offers a wealth of relevant project experience and local familiarity.



* = Key Staff

DESIGN SERVICES FOR THE ROADWAY SAFETY BOLLARDS / BARRICADE PROJECT

Project Schedule

