



**CITY OF SEASIDE  
DESIGN PROFESSIONAL SERVICE AGREEMENT  
FOR THE HILBY AVENUE TRAFFIC CALMING WORK PLAN**

THIS AGREEMENT, is made and effective January 19, 2023, between the City of Seaside, a municipal corporation ("Agency") and Parisi Transportation Consulting, corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**1. TERM**

This Agreement shall commence on January 19, 2023 and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2024 unless sooner terminated pursuant to the provisions of this Agreement.

**2. SERVICES**

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

**3. PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

**4. AGENCY MANAGEMENT**

Agency's City Engineer shall represent Agency in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to Consultant. Agency's City Manager shall be authorized to act on Agency's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change Consultant's compensation, subject to Section 5 hereof.

## 5. **PAYMENT**

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One Hundred Thousand Six Hundred Ten Dollars (\$100,610.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency City Manager and Consultant at the time Agency's written authorization is given to Consultant for the performance of said services.

(c) Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the Agency disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

## 6. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) The Agency may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the Agency suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the Agency shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Agency. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the Agency pursuant to Section 3.

## **7. DEFAULT OF CONSULTANT**

(a) The 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, Agency shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the Agency Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the Agency shall have the right, notwithstanding any other provision of this Agreement, to 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.

## **8. OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by Agency that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of 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 the representatives of Agency or its designees at reasonable times to such books and records; shall give Agency the right to examine and audit said books and records; shall permit Agency to make transcripts therefrom as necessary; and shall allow inspection of 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 (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the Agency and may be used, reused, or otherwise disposed of by the Agency without the permission of the Consultant. With respect to computer files, Consultant shall make available to the Agency, at the Consultant's office and upon reasonable

written request by the Agency, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

## **9. INDEMNITY AND DEFENSE**

### **(a) Indemnification and Defense for Professional Services**

To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Agency and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's duty to defend shall consist of reimbursement of defense costs incurred by Agency in direct proportion to the Consultant's proportionate percentage of fault. Consultant's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the Consultant's percentage of fault, the parties agree to mediation with a third party neutral to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the Agency.

### **(b) For All Other Liabilities**

Notwithstanding the foregoing and without diminishing any rights of Agency under Section 9.A, for any liability, claim, demand, allegation against Agency arising out of, related to, or pertaining to any act or omission of Consultant, but which is not a design professional service, Consultant shall defend, indemnify, and hold harmless Agency, its officials, employees, and agents ("Indemnified Parties") from and against any and all damages, costs, expenses (including reasonable attorney fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or bodily injury, property damage, or economic injury, and arising out of, related to, any concurrent or contributory negligence on the part of the Agency, except for the sole or active negligence of, or willful misconduct of the Agency.

## **10. INSURANCE**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached to and part of this Agreement.

## **11. INDEPENDENT CONSULTANT**

(a) Consultant is and shall at all times remain as to the Agency a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither Agency nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, 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, employees, or agents are in any manner officers, employees, or agents of the Agency. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against Agency, or bind Agency in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, Agency shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for Agency. Agency shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

## **12. LEGAL RESPONSIBILITIES**

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The Agency, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

## **13. UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the Agency in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the Agency will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

**14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of Agency, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

**15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without Agency's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the Agency Manager or unless requested by the Agency 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 Agency. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives Agency notice of such court order or subpoena.

(b) Consultant shall promptly notify Agency should Consultant, its officers, employees, agents, or subconsultants 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 person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the Agency. Agency retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with Agency and to provide the opportunity to review any response to discovery requests provided by Consultant. However, Agency's right to review any such response does not imply or mean the right by Agency to control, direct, or rewrite said response.

**16. NOTICES**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To Agency: City of Seaside  
440 Harcourt Ave  
Seaside, CA 93955  
Attention: City Clerk

To Consultant: Parisi Transportation Consulting  
58A Alta Vista Avenue  
Mill Valley, CA 94941

**17. ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the Agency. Because of the personal nature of the services to be rendered pursuant to this Agreement, David Parisi shall be the Project Manager and Engineer of Record for the services described in this Agreement.

David Parisi may use assistants, under its direct supervision, to perform some of the services under this Agreement. Consultant shall provide Agency fourteen (14) days' notice prior to the departure of David Parisi from Consultant's employ. Should he/she leave Consultant's employ, the Agency shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the Consultant.

**18. LICENSES**

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

**19. GOVERNING LAW**

The Agency and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the Agency.

**20. ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or

contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

**21. WORK SCHEDULED/TIME OF COMPLETION**

Agency and Consultant agree that time is of the essence in this Agreement. Agency and Consultant further agree that Consultants shall follow schedule as described in Exhibit A. Consultant shall not be responsible for delays caused by circumstances beyond its sole reasonable control.

**22. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL**

Consultant is bound by the contents of Agency's Request for Proposal, Exhibit D hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit A hereto. In the event of conflict, the requirements of Agency's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

**23. AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CONSULTANT: Parisi Transportation Consulting

By:  Date: December 21, 2022  
David Parisi, Principal

City of Seaside  
A Municipal Corporation

\_\_\_\_\_  
Jaime M. Fontes, City Manager

Date: \_\_\_\_\_



Attachments: Exhibit A Scope of Work/Consultant Proposal  
Exhibit B Fee Schedule  
Exhibit C Insurance Requirements  
Exhibit D RFQ: On-Call Consultants – Engineering Transportation  
Services  
Exhibit E Resolution 22-21 Approving On Call Engineering  
Transportation Services

## Hilby Avenue Traffic Calming Project Work Plan, Fee and Schedule

Parisi Transportation Consulting's work plan for the Hilby Avenue Traffic Calming Project, between Wheeler Street and General Jim Moore Boulevard, consists of the following seven tasks.

### **Task 1. Project Management**

Parisi will attend a virtual project kick-off meeting with the City of Seaside's project manager to discuss the project's scope of work, schedule, and roles and responsibilities. Parisi will communicate with the City's project manager the status of project tasks, schedule, and budget via biweekly emails or conference calls. Parisi will respond to City emails and questions within 24 hours. Parisi will provide monthly progress reports and invoices that align with the project's milestones. It is assumed that the project's duration will be a maximum of nine months.

#### ***Deliverables:***

- Project work plan, reporting and invoices by task.
- Biweekly progress meetings and calls, including meeting agendas and notes.

### **Task 2. Review of Collision Data, Traffic Volumes, and Travel Speeds**

Parisi will analyze the most recent five years of available collision data. Parisi will review 2017-2021 collision data from the Statewide Integrated Traffic Records System (SWITRS). Collisions located on Hilby Avenue will be considered along with collisions that occurred up to 150 feet along each side street.

Data analysis will consist of both summary statistics and geospatial analysis. The data will be summarized to identify trends in severity, travel mode, and other relevant factors. The collisions will be mapped to identify hot spots for all collisions, collisions involving pedestrians, and collisions involving cyclists. Hot spot locations for specific collision types and primary collision factors will also be considered.

Parisi will collect daily traffic count data at two locations Hilby Avenue (i.e., two seven-day counts), as well as weekday peak hour turning movement counts at up to four intersections (i.e., two-hour a.m. peak and two-hour p.m. peak).

Parisi will also request vehicular travel speed data for specific locations along Hilby Avenue. The City of Seaside will collect this information, including directional average and 85<sup>th</sup> percentile speed data.

#### ***Deliverables:***

- Summary collision data tables
- Corridor collision maps
- Summary of traffic counts
- Summary of vehicular speed data

### **Task 3. Review of Field Conditions and Preparation of Existing Conditions Mapping**

Parisi will review user behaviors and in-field conditions considering the reported collision information, traffic counts, and vehicular speed data from Task 2.

Parisi will create a scaled base map of existing conditions along the 5,700-foot-long segment of Hilby Avenue between Wheeler Street and General Jim Moore Boulevard including, but not limited to curbs, sidewalks, curb markings, no parking areas, bus stops, crosswalks, lane lines, utility poles, lighting standards and signing. Roadways, key landmarks, and address numbers will be annotated on the map. Curb-to-curb dimensions will be shown for each block of Hilby Avenue. The base map will be prepared using available digital imagery and topographic information.

The base map will be prepared as a 1" = 50' scale strip map, which will be useful for community outreach. The base map will also be prepared to fit approximately five plan sheets (at 22" x 34").

#### ***Deliverables:***

- Summary of user behaviors and field conditions
- Base mapping of existing conditions (strip map)
- Base mapping of existing conditions (five plan sheets)

### **Task 4. Preparation of Traffic Calming Toolkit and Community Outreach**

Based on the results of Tasks 2 and 3, Parisi will develop a "toolkit" of potential traffic calming measures that could be considered along Hilby Street. Each measure will be identified with a photo or illustration, pros and cons for its potential application along the roadway, and approximate installation cost.

Parisi will facilitate an in-person community outreach workshop to review existing issues along the Hilby Avenue corridor and to introduce the toolbox of potential traffic calming measures. Parisi will present the corridor-wide strip maps at various facilitated "stations" at the meeting facility and will present a slide show of existing observations and conditions, as well as the "toolbox" of the potential traffic calming measures.

Parisi will provide a Spanish-speaking co-facilitator and will take notes on the community feedback of existing issues and input on potential traffic calming measures.

Prior to the workshop, Parisi will prepare copy for the workshop invitation, both in English and in Spanish. It is assumed that the City of Seaside will invite the community to the workshop via different forums, e.g., social media, postcards, etc.

If a second in-person workshop is desired to review existing issues and introduce the traffic calming toolbox, Parisi can provide this as an optional service.

#### ***Deliverables:***

- Copy for workshop invitation
- Workshop presentation slide show
- Strip maps for workshop
- Written summary of input received at workshop
- Optional second workshop (same content as initial workshop); written summary of input

## **Task 5. Development of Preliminary Traffic Calming Plan**

Based on the results of Tasks 2, 3 and 4, Parisi will prepare a preliminary traffic calming plan, with traffic calming measures illustrated in a conceptual fashion on the existing conditions mapping.

Traffic calming measures could include, but would not be limited to, supplemental signs and pavement markings, parking prohibitions, parking modifications, lane narrowing, driver speed feedback signs, median islands, refuge islands, raised crosswalks, midblock chokers, and intersection curb extensions. In addition, alternative intersection traffic controls including additional or fewer stop signs, and mini traffic circles, will be considered.

Parisi will coordinate with the City of Seaside when developing the preliminary traffic calming plan, including with the City's police and fire departments. The preliminary plan will be prepared on the base maps, which will illustrate conceptual designs with annotations and inset photos of sample treatments.

### ***Deliverables:***

- Preliminary traffic calming plan (strip map)
- Preliminary traffic calming plan (five plan sheets)

## **Task 6. Presentation of Preliminary Traffic Calming Plan to Community and TAC**

Parisi will facilitate an in-person community outreach workshop to recap the first community workshop and then to present the preliminary traffic calming plan. Parisi will present the corridor-wide plan on strip maps at various facilitated "stations" at the meeting facility and will present a slide show summarizing the potential traffic calming measures.

Parisi will provide a Spanish-speaking co-facilitator and will take notes on the community feedback of the preliminary traffic calming plan.

Prior to the workshop, Parisi will prepare copy for the workshop invitation, both in English and in Spanish. It is assumed that the City of Seaside will invite the community to the workshop via different forums, e.g., social media, postcards, etc.

After the workshop, Parisi will present the preliminary traffic calming plan, along with community input, to the Technical Advisory Committee. It is assumed that this meeting will be held virtually.

### ***Deliverables:***

- Copy for workshop invitation
- Workshop presentation slide show
- Written summary of input received at workshop
- Presentation to TAC

## Task 7. Preparation of Final Traffic Calming Plan and Presentation to City Council

Parisi will use the input from the second community workshop to modify the preliminary traffic calming plan, as appropriate. Parisi will coordinate with the City of Seaside when refining the plan, including the City's police and fire departments.

Parisi will prepare planning level construction cost estimates for implementation of the plan.

Parisi will prepare a slide show for presenting, in-person, the recommended plan to the Seaside City Council. In addition, Parisi will provide input to the staff report.

### Deliverables:

- Final traffic calming plan (strip map)
- Final traffic calming plan (five plan sheets)
- Planning level construction cost estimate
- City Council presentation slide show

### Fee Estimate

The estimated fee for conducting the above seven tasks is as follows:

Task	Principal	Managing	Associate		Labor	Expenses	Totals
	Consultant	Consultant	Consultant	Consultant	Subtotals		
	\$300.00	\$220.00	\$155.00	\$135.00			
1. Project Management	18	0	12	0	\$7,260.00	\$0.00	\$7,260.00
2. Review of Collision Data, Traffic Volumes, & Travel Speeds	4	6	12	32	\$8,700.00	\$3,200.00	\$11,900.00
3. Review of Field Conditions & Preparation of Existing Mapping	12	6	24	60	\$16,740.00	\$450.00	\$17,190.00
4. Preparation of Traffic Calming Toolkit & Community Outreach	16	8	16	42	\$14,710.00	\$950.00	\$15,660.00
5. Development of Preliminary Traffic Calming Plan	14	12	16	60	\$17,420.00	\$300.00	\$17,720.00
6. Presentation of Preliminary Traffic Calming Plan	16	0	18	32	\$11,910.00	\$950.00	\$12,860.00
7. Preparation of Final Plan & Presentation to City Council	16	6	0	32	\$10,440.00	\$450.00	\$10,890.00
<b>Totals</b>	<b>96</b>	<b>38</b>	<b>98</b>	<b>258</b>	<b>\$87,180.00</b>	<b>\$6,300.00</b>	<b>\$93,480.00</b>
4. Optional Task: Additional Community Workshop	8	4	8	16	\$6,680.00	\$450.00	\$7,130.00

### Schedule

The project is estimated to require nine months from initiation to completion of Task 7. Tasks are assumed to be undertaken sequentially, with the exception of Task 1, Project Management, which will occur throughout the project's duration. The following shows the expected duration of each task, assuming the project commences on February 1, 2023:

- Task 1: February – October 2023.
- Task 2: February – March 2023.
- Task 3: March - April 2023.
- Task 4: May 2023.
- Task 5: June – July 2023.
- Task 6: August 2023.
- Task 7: September - October 2023.

**HOURLY SERVICE RATES FOR PROFESSIONAL SERVICES**

January 1, 2023 – December 31, 2023

Principal Consultant	\$250.00 - \$310.00
Managing Consultant	\$200.00 - \$250.00
Senior Consultant	\$160.00 - \$200.00
Consultant	\$125.00 - \$160.00
Associate Consultant	\$100.00 - \$130.00
Technician	\$95.00 - \$110.00

**Notes:**

Hourly service rates are effective through December 31, 2023. Subsequent annual increases will be reflected in the 2024 service rate schedule.

Reimbursable charges include, but are not limited to transportation charges, reproduction services, shipping expenses, and subconsultant fees. Mileage charges will be charged at the prevailing IRS rate per mile.

Monthly invoices are due within 30 days from the date of the invoice. Interest of 1.0% per month will be charged on past due invoices.

## EXHIBIT C

### **INSURANCE REQUIREMENTS**

Without limiting Consultant's indemnification of Agency, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Agency.

**General liability insurance.** Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

**Automobile liability insurance.** Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

**Professional liability (errors & omissions) insurance.** Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

**Workers' compensation insurance.** Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

**Umbrella or excess liability insurance.** [Optional depending on limits required]. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including

commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

### **Other provisions or requirements**

**Proof of insurance.** Consultant shall provide certificates of insurance to Agency as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by Agency's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with Agency at all times during the term of this contract. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

**Duration of coverage.** Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, his agents, representatives, employees or subconsultants.

**Primary/noncontributing.** Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by Agency shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Agency before the Agency's own insurance or self-insurance shall be called upon to protect it as a named insured.

**Agency's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Agency has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Agency will be promptly reimbursed by Consultant or Agency will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Agency may cancel this Agreement.



**Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Agency, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Agency, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

**Enforcement of contract provisions (non estoppel).** Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Agency nor does it waive any rights hereunder.

**Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

**Notice of cancellation.** Consultant agrees to oblige its insurance agent or broker and insurers to provide to Agency with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

**Additional insured status.** General liability policies shall provide or be endorsed to provide that Agency and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

**Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting

endorsement of any kind that has not been first submitted to Agency and approved of in writing.

**Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

**Pass through clause.** Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to Agency for review.

**Agency's right to revise specifications.** The Agency reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the Agency and Consultant may renegotiate Consultant's compensation.

**Self-insured retentions.** Any self-insured retentions must be declared to and approved by Agency. Agency reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by Agency.

**Timely notice of claims.** Consultant shall give Agency prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

**Additional insurance.** Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

# REQUEST FOR QUALIFICATIONS 2020 - TRAFFIC ENGINEERING SERVICES FOR CITY OF SEASIDE

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## Introduction

The City of Seaside (City) seeks Statements of Qualifications (SOQs) from qualified firms to provide professional Traffic Engineering (consultant) services. The City intends to select up to three consultants for a three-year period, with the option of two (2) one-year extensions through mutual consent between the City and the chosen Consultant(s). Consultants do not need to be able to provide all services described in the “Preliminary Scope of Services,” below. Selection will be based on demonstrated expertise in providing support to the City of Seaside Public Works and Engineering Department.

## Proposal Requirements

SOQs must be received by 3:00 PM November 10, 2020 at the following address:

Nisha Patel, City Engineer  
City of Seaside  
440 Harcourt Avenue  
Seaside, CA 93955

SOQ received after this deadline will not be accepted. The SOQ and any accompanying documents shall be submitted in a sealed envelope with the words “**Traffic Engineering Services**” clearly marked in the lower left-hand corner of the envelope. Three bound copies, plus one electronic copy submitted on CD, USB flash drive, or by email to [pwinfo@ci.seaside.ca.us](mailto:pwinfo@ci.seaside.ca.us), containing an Adobe pdf copy, should be submitted.

### *Statement of Qualifications Submittal Requirements*

The SOQ should include the following information:

1. Name of proposer and principal contact person, including office location, address, telephone number, fax numbers and e-mail address.

2. Brief description and history of the proposed project team and experience of the principal contact. Clearly describe project team member's experience in traffic engineering design, traffic analysis, traffic calming, and transportation studies. Describe the average project size and scope of the team member's past projects.
3. Provide as exhibits, listings of your firm's and its principals' experience.
4. Enclosed is a copy of the City's standard contract, which stipulates, among other things, insurance requirements. Please confirm that the project team can accept the terms of the contract and has the required insurance, or can acquire insurance, that meets the minimum standards.
5. Please provide at least three professional references. Indicate which references are public agencies for which the project team, or its principals, have provided services for within the past five years.
6. Standard Hourly Fees: Provide your standard hourly fees by job classification and billing criteria for providing the services described in this RFQ in a separate sealed envelope. Do not provide in the response to this request as an exhibit or in the body of the response

The SOQ will be limited to 10 numbered pages including title sheet and cover letter if provided. Minimum font size is 12. Page size is limited to letter size with no fold-outs. Submittals must be printed on both sides of the paper. A clear front and back cover shall be provided and the front and back clear cover will not count towards the 10 page limit.

## Schedule for Selection Process

The proposed consultant selection schedule is as follows.

Release RFP	Tuesday, October 20, 2020
Proposal due	Tuesday, November 10, 2020
Interview Select Proposers, if necessary	November 10 to 25, 2020 if needed
Project Award	December 17, 2020

## Questions Regarding This Project

All questions and/or contacts regarding this Request should be directed to:

Misty Bradshaw  
City of Seaside-Engineering Division  
440 Harcourt Avenue  
Seaside, CA 93955  
E-mail: mbradshaw@ci.seaside.ca.us  
Phone (831) 899-6886

## Form of Agreement

A copy of the City of Seaside Consultant Contract is included herewith.

## Evaluation and Rating Criteria

City staff will review each SOQ for completeness and content. Each SOQ will be evaluated based upon the relevant qualifications and experience of the consultant. Consultants do not need to be able to provide all services described in the “Preliminary Scope of Services,” below. Staff may conduct interviews if necessary. References may also be verified. The SOQ review will focus upon the following criteria:

1. *Proposal*: Organization, presentation, and content of proposal. Conformance to the specified proposal format. – Max 5 points.
2. *Company/Organization*: Does the firm/individual offer the quality of services required for the types of services listed in the Scope of Work? Consultants do not need to be able to provide all services described in the “Preliminary Scope of Services,” below. Has the firm/individual demonstrated the ability to successfully provide services for projects of a similar complexity and nature as described herein? Firm possess familiarity with the locality and ability to perform services within the City of Seaside. Ability to respond to request for services in a timely manner and to facilitate meetings with City Staff. – Max 35 points.
3. *Project Team*: Do the qualifications of key personnel to be assigned to the anticipated projects coincide with tasks listed in the Scope of Work? Does the principal contact and the assigned personnel have requisite education, experience, and professional qualifications? – Max 35 points.
4. *Contractual Ability*: Confirmed acceptance of standard contract. – Max 5 points.
5. *Past Performance*: Are the firm’s/individual’s references from past clients and associates favorable? Are deliverables submitted on time and within budget? - Max 20 points.

Proposals will be ranked on the basis of qualifications. The City of Seaside may conduct interviews with some or all of the firms/individuals who submit proposals, or it may complete its evaluation based on the proposals alone. If interviews are conducted, firms/individuals selected for interview will be contacted at that time to arrange the date and time for their interview.

## QUALIFICATIONS

Interested consultants should possess competency in the following areas of expertise and documents:

- General traffic engineering and provide a project manager that possesses certification as a Traffic Engineer from the California Board for Professional Engineers, Land Surveyors and Geologists.
- Traffic Signal design (per Caltrans and City standards)
- California Manual on Uniform Traffic Control Devices latest Edition
- ITE Traffic Control Devices Handbook
- ASSHTO Roadside Design Guide
- Familiarity with Caltrans Standards

## **PRELIMINARY SCOPE OF SERVICES**

The scope of work will vary as need arises and will be at the discretion of the City. Provide Traffic Engineering services for various projects at the request of city staff. The request for services may include:

- Conduct or review traffic engineering, traffic analysis, and transportation planning studies or project specific traffic related issues analysis;
- Provide comprehensive analyses of existing and projected traffic conditions; roundabout analysis and design, intersection design, speed humps, and traffic data collection services;
- Provide electronic traffic control device studies and design (signs, signals, pavement markings, and school zone flashers);
- Perform pedestrian and bicycle studies including those to provide safe routes to school;
- Review subdivision or new development projects involving traffic impact analyses, transportation modeling, area-wide transportation studies and road impact fee analyses;
- Traffic signal design including plans, specifications, engineer's cost estimate and contract bid documents (for projects that are bid) for new permanent signal installation; modifications to existing signals and flashing beacon;
- Speed data analysis, intersection control studies including multi way stop control and traffic signal or alternatives, safety studies, and miscellaneous traffic engineering services.
- Transportation, roadway, and Complete Streets design including construction drawings or plans, specifications, engineer's cost estimate and contract bid documents.
- Construction management and inspection support for roadway improvement and transportation projects.
- Assist and provide technical assistance in identification and preparation of various traffic and roadway improvement grant opportunities and applications.

The consultant will not be allowed to provide services when the City determines a potential conflict of interest may exist.

Consultant services will be on an as-needed, on-call basis. Consultant services will be authorized by separate contract(s). The Consultant is responsible for acknowledging receipt of requests for services within two (2) working days. Contracts may vary significantly in size and scope and will be determined in greater detail as each is assigned. The Consultant will be responsible for preparing a detailed scope and fee estimate for each contract request. The City may accept the Consultant's scope and fee or negotiate with the Consultant, as appropriate. The City reserves the right to not accept the Consultant's scope and fee.

## **General Provisions**

1. The City will assume no responsibility for any understandings or representations concerning conditions made by any of its officers or employees prior to execution of a final agreement unless they are included in this Request for Qualifications.
2. Any reasonable inquiry to determine the responsibility of a prospective Consultant(s) may be conducted. The submission of Qualifications shall constitute permission by the prospective Consultant(s) for the City to verify all information contained therein. If the

City deems it necessary, additional information may be requested from the prospective Consultant(s) for further consideration.

3. A prospective Consultant(s) may withdraw their Qualifications at any time prior to the date and time which is set forth herein as the deadline for acceptance of Qualifications.
4. Each prospective Consultant(s) submitting Qualifications in response to this Request agrees the preparation of all materials for submittal to the City and all presentations are at the prospective entities sole cost and expense, and the City will not, under any circumstances, be responsible for any costs or expenses incurred by a prospective Consultant(s). In addition, each prospective Consultant(s) agrees that all documentation and materials submitted with Qualifications will remain the property of the City and will become a public document.
5. The City reserves the right to request additional information from any and all prospective entities as deemed necessary by the City in order to evaluate the Qualifications. This process may not be used as an opportunity to submit missing documentation or to make substantive revisions to the original Qualifications.
6. The City reserves the right to reject any and all Qualifications and, in the event the Consultant selected, it may attempt to negotiate an agreement with the Consultant that, in the sole judgment of the City, is the best qualified to provide the services requested.
7. The City shall not enter into an agreement with any prospective Consultant(s) that has previously had an agreement with the City terminated, or that has previously been found to have violated any provision of the Seaside City Code, or related resolutions or ordinances, or any provision of federal law, state, or other local law.
8. The City reserves the right to enter into an agreement with an Consultant(s) at any time, deviate from this Request, reject any or all SOQs, continue to advertise for new Qualifications, negotiate with multiple entities simultaneously, waive any defects in Qualifications, or to proceed otherwise. The Request and the selection process will in no way be deemed to create a binding contract or agreement of any kind between the City and any prospective Consultant(s). The submission of Qualifications does not in any way commit the City to enter into an agreement with any prospective Consultant(s).
9. Each prospective Consultant(s) shall agree to abide by all federal, state, and local laws, rules, and regulations and to secure all necessary licenses, permits, and other forms of identification as may be required in connection with the resulting agreement, all at no additional cost to the City.
10. All Qualifications, charge rates or representations will remain in effect and be legally binding for at least one hundred twenty (120) days from the date of submission.
11. This Request for Qualifications shall be governed in accordance with the laws of the State of California and the jurisdiction of any disputes hereunder shall be had in Monterey County.

### ***Non-Discrimination & Non-Preferential Treatment***

The successful Consultant shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of City of Seaside contracts.

### ***Grounds for Disqualification***

All prospective entities are expected to conduct themselves with the utmost integrity and responsibility throughout the Request process. Any prospective Consultant(s) that violates these expectations, as determined in the sole discretion of the City, will be subject to disqualification. Generally, the grounds for disqualification include:

1. Contact regarding this procurement with any City official or employee, other than the contact person designated in this Request, from the time of issuance of this Request until the consideration and approval of a professional services agreement.
2. Evidence of collusion, directly or indirectly, among prospective entities in regard to the amount, or the terms and conditions of this Request and the prospective agreement.
3. Influencing, or attempting to influence, any City staff member or official throughout the solicitation process, including the development of specifications beyond those included here, if any.
4. Evidence of submitting incorrect or inaccurate information in response to this Request or misrepresentation or failing to disclose facts during the evaluation or negotiation process.
5. Existence of any lawsuit, claim, or dispute between the prospective Consultant(s) and the City.
6. Evidence of the prospective Consultant(s)'s inability to successfully complete the responsibilities and obligations of the Request process.
7. The prospective Consultant(s)'s default under any City agreement or termination of a previous agreement.

### ***Records and Financial Data***

All correspondence with the City, including responses to this Request, will become the exclusive property of the City and will become public records under the California Public Records Act. All documents submitted in response to this Request will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement.

Personal financial information that a prospective Consultant(s) considers confidential, the disclosure of which would be an unwarranted invasion of personal privacy, should be submitted in a sealed envelope marked "CONFIDENTIAL: PERSONAL FINANCIAL RECORDS; NOT PUBLIC RECORDS." A prospective Consultant(s) should not mark their entire Qualifications as "Confidential." During the selection process, the City will keep such information confidential and will not disclose it, except as otherwise required under applicable law. This means that, depending on the nature of timing of the request, or future court decisions, that personal financial



information may not remain private and may be publicly disclosed. Once the selection process is completed, the City will return this information to any prospective agency that is not selected.

If an Consultant(s) is selected, the City may retain any submitted information and disclose it to the City Council, and any subcommittees thereof, and the public in connection with consideration of an agreement with the City as evidence of the entities ability to carry out the development. Given the nature of the applicable law under the California Public Records Act, the City cannot guarantee or warrant that it will be able to keep submitted information, including personal financial records, confidential. The successful Consultant(s) agrees to indemnify, defend, and hold the City harmless from and against any suit brought under the California Public Records Act to obtain the records; otherwise, the City shall not be obligated to defend such suit and may release the records.

**RESOLUTION NO. 21-21**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE**

**APPROVING FEHR & PEERS, HARRISON ENGINEERING, KIMLEY HORN,  
PARISI TRANSPORTATION CONSULTING, AND RUGGERI JENSEN AZAR TO  
PROVIDE ON-CALL TRAFFIC ENGINEERING SERVICES**

**WHEREAS**, Traffic Engineering Services included a vast array of specialties including transportation planning, traffic impact analysis, complete street design, traffic signal design, speed surveys, and peer review; and

**WHEREAS**, the City of Seaside, on occasion, is in need of consultants who specialize in traffic engineering; and

**WHEREAS**, on October 20, 2020, the City released a Request for Qualifications for professional services for Traffic Engineering Services; and

**WHEREAS**, on November 16, 2020, proposals were received from six firms offering Traffic Engineering Services; and

**WHEREAS**, a selection panel reviewed and selected the five top firms: Fehr & Peers, Harrison Engineering, Kimley Horn, Parisi Transportation Consulting, and Ruggeri Jensen Azar as the most qualified to perform these services based on professional qualifications, similar experience and sufficient staffing capabilities to provide service in a timely manner.

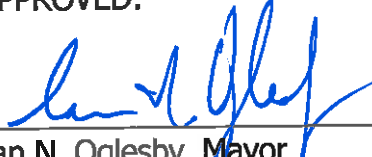
**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Seaside hereby approves Fehr & Peers, Harrison Engineering, Kimley Horn, Parisi Transportation Consulting, and Ruggeri Jensen Azar, to provide Traffic Engineering Services on an as needed basis; and

**BE IT FURTHER RESOLVED**, approval to provide Traffic Engineering Services is for a period of three (3) years and may be extended at the City Manager's recommendation for two (2) one year extensions through March 18, 2026. Agreements will have a defined scope, schedule and fee arrangements that will be negotiated on a project by project basis.

**PASSED AND ADOPTED** at a regular City Council meeting of the City of Seaside duly held on the 18<sup>th</sup> day of March, 2021 by the following vote:

AYES: 5 COUNCIL MEMBERS: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard  
NOES: 0 COUNCIL MEMBERS: None  
ABSENT: 0 COUNCIL MEMBERS: None  
ABSTAIN: 0 COUNCIL MEMBERS: None

APPROVED:

  
\_\_\_\_\_  
Ian N. Oglesby, Mayor

ATTEST:

  
\_\_\_\_\_  
Dominique L. Davis, City Clerk