

THE CITY OF COALINGA PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into November , 2020 by and between the City of Coalinga (hereinafter “CITY”), and TJKM Transportation Consultants (hereinafter “CONSULTANT”).

WHEREAS the Consultant warrants and represents that they are trained and experienced in the area of transportation planning and engineering. Consultant has developed a project team that is capable of meeting time frames herein provided all in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. PROJECT COORDINATION

- A. CITY: The Manager of the City of Coalinga shall be the representative of the City for all purposes under this Agreement and is hereby designated the Project Manager for the City and said Project Manager shall supervise all aspects of the progress and execution of this Agreement.
- B. CONSULTANT: The primary contact(s) and Consultant representative for this project shall be:

2. SCOPE OF SERVICES

Please see attachment “A”

3. COMPENSATION

Consultant agrees to undertake consultant services on behalf of the City for a fee not to exceed \$69,798.33. Consultant’s budget has been incorporated as attachment “A”.

4. DUTIES OF CITY

Provide all project information, data available to City which are necessary for carrying out the work as outlined in this Agreement, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

5. TERMINATION

- A. Discretionary: Either party may terminate Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.
- B. Effect of Termination: Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.
- C. Return of Documents: Upon termination, any and all City documents or materials provided to Consultant and any and all of Consultant's documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to City as soon as possible, but not later than thirty (30) days after termination.

6. OWNERSHIP OF DOCUMENTS

The written documents and materials prepared by the Consultant in connection with the performance of its duties under this, Agreement, shall be the sole property of City. City may use said property for any purpose, including projects not contemplated by this Agreement.

7. ASSIGNABILITY

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising, hereunder shall be void and of no effect.

8. NONDISCRIMINATION

Consultant shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

9. COMPLIANCE WITH ALL LAWS

Consultant shall exercise due and reasonable professional care in complying with all applicable federal, state, and local laws, ordinances, codes, and regulations, in the performance of its duties and obligations under this Agreement.

Consultant shall perform all services under this Agreement in accordance with these laws, ordinances, codes, and regulations. Consultant shall release, defend, indemnify and hold harmless City, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinance, codes or regulations.

10. NO THIRD-PARTY BENEFICIARIES

City and Consultant do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owned by one party, under the terms and conditions of this Agreement, to the other party.

11. INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the City and its elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, “Indemnitees”) from any and all claims, demands, costs (including reasonable attorneys’ fees) or liability determined by a court of competent jurisdiction to have arisen from or to be connected with Consultant’s negligent, or deliberately wrongful act, errors, or omissions in connection with the performance of this Agreement. Likewise, City agrees to indemnify and hold harmless Consultant and its officers, employees, and sub consultants from any and all claims, demands, costs or liability determined by a court of competent jurisdiction to have arisen from or to be connected with the City’s negligent, or deliberately wrongful acts, errors, or omissions in connection with the performance of this Agreement.

12. INSURANCE

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement insurance, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work provided by Consultant, its agents, representatives or employees in performance of this Agreement. Insurance is to be placed with insurers with a current A. M. Best’s rating of no less than A:VII. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by City Manager. Consultant agrees to provide City with copies of required policies upon request.

Consultant shall provide the following scope and limits of insurance:

- (a) Minimum Scope of Insurance: Coverage shall be at least as broad as:
 - (1) Insurance Services Office Form Commercial General Liability coverage (Occurrence Form CG 0001).
 - (2) Insurance Services Office form number CA 0001 covering Automobile Liability, including code 1, Any auto@ and endorsement CA 0025, or equivalent forms subject to written approval of City.
 - (3) Workers Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance and covering all persons providing services on behalf of the Consultant and all risks to such persons under this Agreement.

- (b) Minimum Limits of Insurance: Consultant shall maintain limits of insurance no less than:
- (1) General Liability: \$1,000,000 general aggregate for bodily injury, personal injury and property damage.
 - (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - (3) Workers Compensation and Employers Liability: Workers Compensation as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
- (c) Other provisions: Insurance policies required by this Agreement shall contain the following provisions:
- (1) All Policies: Each insurance policy required by this Agreement shall not be suspended, voided, canceled by the insurer or other party to this Agreement, reduced in coverage or in limits except after 30 days prior written notice has been given to City .
 - (2) General Liability and Automobile Liability Coverage:
 - (i) City and their respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and its respective elected and appointed officers, officials or employees.
 - (ii) Consultant's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed officers, officials, employees and volunteers. Any insurance or self insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Consultant's insurance.
 - (iii) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (iv) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage

provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

- (3) **Employers Liability Coverage:** Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Consultant.

- (d) **Other Requirements:** Consultant agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this Agreement have been met. The City Attorney may require that Consultant furnish City with copies of original endorsements effecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies at any time.
 - (1) Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.
 - (2) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.
 - (3) The procuring of such required policy or policies of insurance shall not be construed to limit Consultants liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement.

13. NOTICES

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

CITY: Sean Brewer, Director
Assistant City Manager 155
W. Durian
Coalinga, CA 93210

CONSULTANT: TJKM
Nayan Amin
4305 Hacienda Drive, Suite 550
Pleasanton, CA 94588

14. INDEPENDENT CONTRACTOR

For the purposes, and for the duration, of this Agreement, Consultant, its officers, agents, and employees shall act in the capacity of an Independent Contractor, and not as employee of the City. Consultant and City expressly intend and agree that the status of Consultant, its officers, agents, and employees be that of an Independent Contractor and not that of an employee of the City.

15. ENTIRE AGREEMENT-AMENDMENTS

The terms and conditions of this Agreement, all exhibits attached, and all documents incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement. This written Agreement shall supersede any and all prior agreements, or written, regarding the subject matter between the Consultant and the City. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the Consultant and the City. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

16. WAIVERS

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration, which may become due or owing under this Agreement shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

17. APPLICABLE LAW

The law of the State of California shall govern this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY: Coalinga, Inc.

Marissa Trejo,
City Manager

CONSULTANT: TJKM

Nayan Amin
President

Attachment “A”

Scope of Work, Budget, Schedule

SCOPE OF WORK

Task 1. Project Management

Subtask 1.1 Kick-Off Meeting

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

- Discuss and define specific goals of the LRSP with respect to crash reduction
- Discuss the task, timeline, and project milestones
- Identify key stakeholders, including School District, Police Department, Fire, Community Development, and Public Works
- Discuss critical data needs and data analysis

TJKM will prepare meeting materials at least three days prior to the meeting, including agenda, sign-in sheets, and related handouts, PowerPoint presentations (if necessary). We will submit meeting notes and action items within a week after the meeting.

Subtask 1.2 Monthly Meetings & Schedule Updates

TJKM expects constant correspondence with City's PM during the development of the LRSP. We will also facilitate monthly meetings to ensure the project is on track and within budget. We assume that the meetings will be held, under COVID-19 situation, through virtual conferencing with screen sharing capability. For each meeting, TJKM will prepare an agenda, sign-in sheets, updated schedules, meeting minutes and action items. Meeting materials will be distributed at least three days prior to each meeting; meeting minutes and action items will be submitted within a week after each meeting.

Task 1 Deliverables

- Meeting schedule, agenda, and minutes
- Project schedules/timeframes

Task 2. Review of Local Roadway System

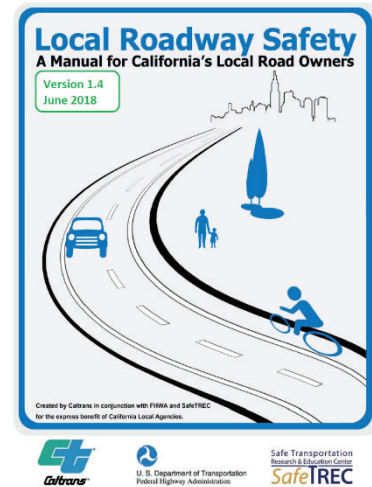
Subtask 2.1 Literature Review

TJKM will collect and review existing data, programs, polices and activities, and provide a summary of current efforts to address transportation safety, including identifying programs that have evidence of measureable success. The purpose of this task is to ensure the LRSP visions and goals are aligned with prior planning efforts and that the potential 4E's strategies are consistent with local and regional policies, guidelines, and programs. TJKM will first collect and review documents pertaining to the LRSP. We will review at a minimum the following documents:

- Coalinga General Plan 2025
- Coalinga Active Transportation Plan
- City of Coalinga Design Guidelines
- Five-Year Capital Improvement Program
- City of Coaling Current Projects
- Fresno Council of Governments 2020 Transportation Needs

We will summarize contents and key transportation projects of the aforementioned documents in a technical memorandum. Based on our firm’s past experience we ensure the LRSP is developed in consistence with the following documents:

- Caltrans Local Roadway Safety Manual (LRSM) (April 2020)
- National Association of County Engineers (NACE) – A Template for Local Roadway Safety Plan
- FHWA – Local and Rural Road Safety Briefing Sheets: Local Road Safety Plans
- FHWA – Developing Safety Plans: A Manual for Local and Rural Road (2012)
- FHWA – Systemic Safety Project Selection Tool (2013)
- FHWA – Local and Rural Road Safety Program
- California’s Strategic Highway Safety Plan (SHSP)
- Caltrans SSARP Guidelines
- Highway Safety Manual
- NACTO, AASHTO, California MUTCD



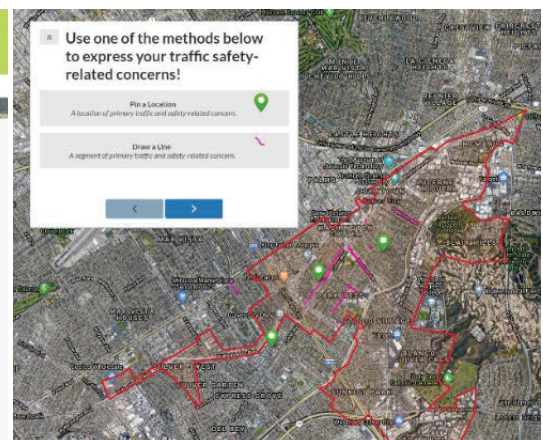
Subtask 2.2 Stakeholder Meeting

TJKM will facilitate up to two stakeholder meetings through virtual conferencing platform, e.g., GoToMeeting, Zoom with the potential stakeholders. These include at a minimum community residents, businesses, schools, and first responders (Coalinga Police Department and Coalinga Fire Department). The stakeholder meetings will begin with a brief presentation conveying project goals, major milestones, and expected feedback and input from the stakeholders, and what and how the stakeholders can contribute after the meetings. The following activates will be in the agenda: 1) Identify high needs areas and stakeholders priorities and establish LRSP vision and goals; 2) review potential solutions and countermeasures and review draft LRSP; 3) Prioritize implementation; and 4) Review and comment on Final LRSP.

Subtask 2.3 Ongoing Outreach (Project Website, Map Input, & E-Blasts)

To foster conversation even after the meetings, and to gather meaning and in an efficient manner, TJKM will develop a project website which includes a map input portal for stakeholders to express their concerns with ease. We will send out periodic email blasts notifying stakeholders of upcoming deliverables for circulative review. TJKM considers the following major milestones needing intensive involvement of the stakeholders:

- Onset of the project to help identify traffic and safety concerns
- Draft high-risk locations
- Draft list of countermeasures and viable safety projects



Sample Project Website and Map Input: Culver City LRSP, 2020.

Task 2 Deliverables

- *Technical memorandum summarizing:*
 - *Framework for the final LRSP document*
 - *LRSP State and Federal requirements*
 - *Identify stakeholders' concerns and priorities*
 - *Establish potential items/ideas for the LRSP*

Task 3. Safety Data Collection & Report

Subtask 3.1 Data Collection

Collision Data. TJKM will review traffic data from Coalinga Police Department, including crashes, severity of crashes, traffic patterns and roadway conditions. TJKM will retrieve the latest five years of collision data from the Transportation Injury Mapping System (TIMS) and Statewide Integrated Traffic Records System (SWITRS). We will cross reference with City's Police Department maintained database, e.g., Crossroads, if available. We will reference supplemental information from the City, such as complaint database, if available.

Volume Data. We will work closely with City staff to obtain Average Daily Traffic (ADT) volumes and intersection turning movement counts available from City's recent studies, e.g., Engineering & Traffic Survey, traffic impact studies, etc. We will organize data in Excel and GIS formats and develop, as needed, a traffic count data plan, scheduling to collect any new traffic data agreed among project team and stakeholders. Alternatively, we will reference volumes built in City's travel demand model, in Cube or TransCAD, if made available, to understand regional traffic patterns and demand on City's roadway system.

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

- | | |
|--|--|
| ➤ Multimodal activity, demand, and behavior | ➤ Intersection skew angle |
| ➤ Right-of-way information, including number of lanes, lane width, median type and width, shoulder type and width (if any) | ➤ Intersection located in or near horizontal curve |
| ➤ Pavement markings and signage | ➤ Presence of left-turn or right-turn lanes |
| ➤ Horizontal and vertical curvature, super-elevation, delineation or advance warning devices | ➤ Left-turn phasing |
| ➤ Presence of lighting | ➤ Allowance of right-turn-on-red |
| ➤ Sight distance | ➤ Overhead versus pedestal mounted signal heads |
| ➤ Intersection traffic control device, including number of signal heads vs. number of lanes, presence of back plates, etc. | ➤ Pedestrian crosswalk presence, crossing distance, signal head type |
| | ➤ Posted speed limit or operating speed |
| | ➤ Presence of nearby railroad crossing |
| | ➤ Location and presence of bus stops |

Subtask 3.2 Systemic Safety & Trend Analysis

TJKM will conduct a citywide collision analysis with an emphasis on fatal and severe injury (F+SI) collisions. This will be a data-driven process including the following steps:

Collision Trend: analyzing and summarizing collision distribution including severity, travel mode, trend over time, lighting conditions, weather conditions, time of day, demographics of the victims and parties at-fault, collision type and violation category

Collision Profile: combining collision factors to identify prominent collision types

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

Subtask 3.3 Identify High-Risk Network

This is a critical step to identify locations throughout the City that are collision-prone such that future collision can be prevented. Primarily, TJKM will identify City’s high-risk network (including **top 10 high-risk intersections and top 10 roadway segments**) responsible for fatalities and severe injuries on City roadways. To achieve this, we propose to employ the **Sliding Window Algorithm** as per the Highway Safety Manual to partition City roadway system into comparable segments. This methodology is used to ensure the corridor ranking is based on normalized collision rate calculation. Our collision rate calculations are compliant with Caltrans LRSM, FHWA guidelines, and Highway Safety Manual.

Task 3 Deliverables

- Safety Data Collection Report

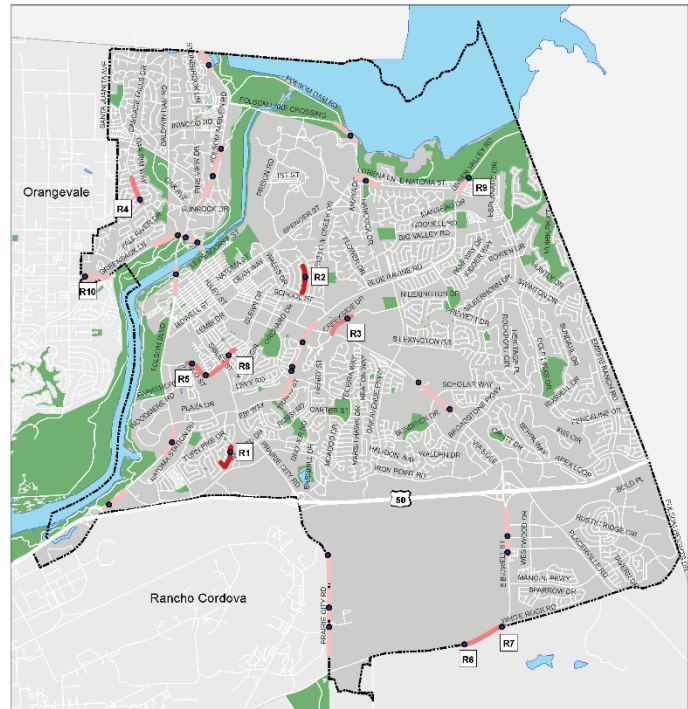
Task 4. Development of Countermeasures

Subtask 4.1 Emphasis Areas

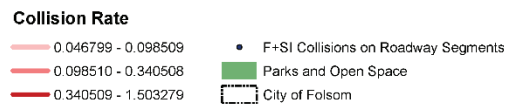
Based on the collision history analyzed and high-risk network identified, TJKM will identify up to **10 emphasis areas**. The emphasis areas could include infrastructure deficiencies, collision types, and human factors. Each emphasis area will include a description, objective, target outcome, the potential 4Es strategies (Engineering, Education, Enforcement, and Emergency Response) and performance indicators.

Subtask 4.2 Countermeasure Toolbox

As we determine emphasis areas for enhancing safety for all roadway users in the City, TJKM will build a toolbox of 4Es’ strategies for each of the aforementioned emphasis areas. This toolbox will inform City engineers, other staff, elected officials and the general public about the safety issue highlights in Coalinga and what the corresponding countermeasures are there to address them. TJKM will conduct a systemic analysis of transportation safety conditions, deficiencies, and applicable countermeasures.



Collision Rate Analysis - Roadway Segment Collisions



Data Source: Crossroads Software's Traffic Collision Database

High-Risk Segments: 3-mile segments identified through the Sliding Window Algorithm. City of Folsom LRSP 2020.

TJKM will leverage our expertise in traffic calming, Complete Streets, active transportation, and traffic operations, and active transportation. We will also consider the safety improvements identified as part of other studies within the City at high-risk locations, and will review the effectiveness of any improvements that have previously been implemented by comparing collision trends. TJKM will identify a lead agency for each countermeasure and establish measurable objectives and goals.

TJKM will utilize a spreadsheet-based automated countermeasure selection tool developed in-house for selecting feasible and HSIP-eligible countermeasures based on numerous data attributes, e.g., roadway characteristics: number of lanes, pavement conditions, and traffic control types; collision information: collision types, collision locations, and primary collision factors.

The tool has successfully assisted the project team to narrow down lists of countermeasures proposed for numerous jurisdictions. We will use the FHWA Crash Modification Factor Clearinghouse and other published research papers to further evaluate Crash Reduction Factor (CRF) and effectiveness of each countermeasure.

Subtask 4.3 Safety Projects & Cost Estimate

Based on previously completed tasks, TJKM will identify viable safety projects (engineering) in accordance with Caltrans LRSM. This will include combinations of HSIP-eligible countermeasures identified in previous tasks. We will first develop detailed cost estimates for the identified projects. At the time, we will submit the first draft of projects for City review. Upon receiving comments, TJKM will finalize the list of projects and conduct a Benefit Cost Ratio (BCR) analysis on all the identified projects for ranking. We will utilize LRSM approved BCR formula, crash costs in 2020 dollars, as well as the HSIP BCR Analyzer for verification purposes.

Our design team and planners have extensive experience in preparing safety programs and design plan cost estimates. The team will develop a robust cost estimate sheet per project in construction, design, environmental, mobility, administrative and with reasonable contingency.

Task 4 Deliverables

- *A study of proposed countermeasures*

Task 5. Implementation of LRSP

The implementation program will phase safety strategies and engineering projects in a 5 to 10-year span. It will also categorize projects into maintenance versus capital improvements with associated timing and responsible departments, which will inform budgeting of the City’s Capital Improvement Program.

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

Task 5 Deliverables

- *Draft and Final Implementation Program memos*

Task 6. Final Draft of a LRSP

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

- | | |
|--|---|
| ➤ Introduction, Vision, Goals and Objectives | ➤ Countermeasure Toolbox |
| ➤ Collision Data, Systemic Safety Analysis and Results | ➤ Safety Projects, Cost Estimate, and BCR |
| ➤ Emphasis Areas, 4E Strategies and Performance Measures | ➤ Prioritization and Implementation Action Plan |
| | ➤ Monitoring and Ongoing Coordination |
| | ➤ Methodology to review and update the plan every five years after approval |

Potential stakeholders are departmental and community champions related to safety improvements of the City. They could include the Police Department, Fire Department, Community Develop and Planning, and School District.

As needed, TJKM will prepare Grant Ready Materials for grant applications. This could include narrative, collision list, collision diagrams, existing/proposed plan (cross sections, plan views, and 3D renderings or photo simulations), BCR Analyzer, etc.

Task 6 Deliverables

- Draft and Final LRSP
- Grant Ready Materials

Pictures of Existing and Proposed Conditions

Sample Location: N Crawford Avenue between E Davis Drive and Avenue 424 - Looking South

Proposed:



Existing Conditions:



Sample Project Layout Plan (Location: N Crawford Avenue between E Davis Drive and Avenue 424)

COLLISION DIAGRAM



Grant Ready Materials: HSIP required attachments. \$1.6 million awarded. Dinuba Corridor Safety Improvements HSIP Application, 2018.

COST CONTROL

Control of project costs will be accomplished by monitoring on a task level basis. This detailed task level will roll up into milestone summaries and a project summary. Our cost accounting system is a "live" database that the project manager can access to determine the financial status of the project at any time. Cost control reporting to TJKM's Project Manager will be implemented through the invoicing process. Progress reports will also be included to relay information on project progress and critical issues.

SCHEDULE CONTROL

Establishing a schedule that meets the project objectives is relatively easy. Maintaining this schedule during changing project priorities, unforeseen conditions, public consensus building, etc., is a challenge. The project work scope will be broken down by function and separated into defined tasks. Tasks will be linked logically and will be sufficiently detailed to allow for realistic representation of the project. Project progress will also be monitored by percent complete for each task.

COST PROPOSAL

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

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

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

The following pages include our cost proposal.

City of Coalinga

Cost Proposal for LRSP

Prepared by TJKM Transportation Consultants

Task	Ruta Jariwala	Sayed Fakhry	Ian Lin	Atul Patel	Cory Peterson	Rutvij Patel	Areli Vazquez-Munoz	Divya Gandhi	Jasmine Stitt	Hours by Task	Percentage by Task	Cost by Task
	PIC	QA/QC	Project Manager	Task Lead	Task Lead	Engineer	Assistant Trans. Engineer	Assistant Trans. Planner	Assistant Trans. Planner			
Direct Salary	\$91.54	\$81.73	\$46.20	\$84.48	\$36.87	\$60.84	\$32.41	\$32.71	\$36.06			
Overhead	103.28%	103.28%	103.28%	103.28%	103.28%	103.28%	103.28%	103.28%	103.28%			
Fringe	47.36%	47.36%	47.36%	47.36%	47.36%	47.36%	47.36%	47.36%	47.36%			
Profit	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%			
Billing Rate	\$252.38	\$225.33	\$127.38	\$232.91	\$101.65	\$167.74	\$89.36	\$90.18	\$99.42			
Task 1. Project Management	11	0	15	0	0	0	0	22	0	48	8%	\$ 6,670.82
Subtask 1.1 Kick-Off Meeting	3		3					10		16	3%	\$ 2,041.09
Subtask 1.2 Monthly Meetings and Schedule Updates	8		12					12		32	5%	\$ 4,629.73
Task 2. Review of Local Roadway System	8	2	16	0	12	0	0	38	0	76	13%	\$ 9,154.48
Subtask 2.1 Literature Review		2	2		2			12		18	3%	\$ 1,990.91
Subtask 2.2 Stakeholder Meeting	8		8		8			14		38	6%	\$ 5,113.81
Subtask 2.3 Ongoing Outreach (Project Website, Map Input, and E-Blasts)			6		2			12		20	3%	\$ 2,049.75
Task 3. Safety Data Collection and Report	0	4	22	0	44	0	0	52	0	122	20%	\$ 12,865.78
Subtask 3.1 Data Collection			2		8			10		20	3%	\$ 1,969.79
Subtask 3.2 Systemic Safety and Trend Analysis		2	10		16			18		46	8%	\$ 4,974.14
Subtask 3.3 Identify High-Risk Network		2	10		20			24		56	9%	\$ 5,921.85
Task 4. Development of Countermeasures	0	8	14	0	52	0	46	82	0	202	33%	\$ 20,377.17
Subtask 4.1 Emphasis Areas		2	6		16			24		48	8%	\$ 5,005.74
Subtask 4.2 Countermeasure Toolbox		2	4		16		14	28		64	11%	\$ 6,362.70
Subtask 4.3 Safety Projects and Cost Estimate		4	4		20		32	30		90	15%	\$ 9,008.74
Task 5. Implementation of LRSP		2	8	16		16	24			66	11%	\$ 10,024.65
Task 6. Final Draft of a LRSP	2	10	8		18			40	15	93	15%	\$ 10,705.42
Total	21	26	83	16	126	16	70	234	15	607	1	\$ 69,798.33
Percentage by Staff	3.46%	4.28%	13.67%	2.64%	20.76%	2.64%	11.53%	38.55%	2.47%			

EXHIBIT 10-H1 COST PROPOSAL PAGE 1 OF 3
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed X Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant TJKM Transportation Consultants

Project No. _____

Contract No. _____

Date 10/15/2020

DIRECT LABOR

Classification/Title	Name	hours	Actual Hourly Rate	Total
Project Manager	Ian Lin, PTP*	83	\$46.20	\$3,834.60
PIC	Ruta Jariwala, PE, TE*	21	\$91.54	\$1,922.34
QA/QC	Sayed Fakhry, PE, TE*	26	\$81.73	\$2,124.98
Task Lead	Atul Patel, TE, PTOE*	16	\$84.48	\$1,351.68
Task Lead	Cory Peterson*	126	\$36.87	\$4,645.62
Engineer	Rutvij Patel, EIT	16	\$60.84	\$973.44
Assistant Engineer	Areli Vazquez-Munoz	70	\$32.41	\$2,268.70
Assistant Planner	Divya Gandhi	234	\$32.71	\$7,654.14
Assistant Planner	Jasmine Stitt	15	\$36.06	\$540.90

LABOR COSTS

a) Subtotal Direct Labor Costs	\$25,316.40
b) Anticipated Salary Increases (see page 2 for sample)	\$0.00
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$25,316.40

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>47.36%</u>)	e) Total Fringe Benefits	11989.84704
f) Overhead (Rate: <u>103.28%</u>)	g) Overhead [(c)x(f)]	26146.77792
h) General and Administrative (Rate: <u>0.00%</u>)	i) Gen & Admin [(c) x (h)]	0
j) Total Indirect Costs [(e) + (g) + (i)]		\$38,136.62
FIXED FEE	k) TOTAL FIXED PROFIT [(c) + (j)] x fixed fee <u>10%</u>	\$6,345.30

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

Description of Item	Quantity	Unit(s)	Unit Cost	Total
Mileage Costs	0		\$0.575	\$0.00
Equipment Rental and Supplies				\$0.00
Permit Fees				\$0.00
Plan Sheets			\$18.00	\$0.00
Test				\$0.00
1) TOTAL OTHER DIRECT COSTS				\$0.00

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

Subconsultant 1:	\$0.00
Subconsultant 2:	\$0.00
Subconsultant 3:	\$0.00
Subconsultant 4:	\$0.00

m) TOTAL SUBCONSULTANTS' COSTS:	\$0.00
n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS:	\$0.00
TOTAL COST [(c) + (j) + (k) + (p)]	\$69,798.33

NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL PAGE 2 OF 2
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hour

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$25,316.40	607	=	\$41.71	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation	=		
Year 1	\$41.71	+	0%	=	\$41.71	Year 2 Avg Hourly Rate
Year 2	\$41.71	+	0%	=	\$41.71	Year 3 Avg Hourly Rate
Year 3	\$41.71	+	0%	=	\$41.71	Year 4 Avg Hourly Rate
Year 4	\$41.71	+	0%	=	\$41.71	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year	*	Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	100.00%	*	607.0	=	607.0	Estimated Hours Year 1
Year 2	0.00%	*	607.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	607.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	607.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	607.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	607.0	

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

	Avg Hourly Rate (calculated above)	*	Estimated hours (calculated above)	=	Cost per Year	
Year 1	\$41.71	*	607	=	\$25,316.40	Estimated Hours Year 1
Year 2	\$41.71	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$41.71	*	0	=	\$0.00	Estimated Hours Year 3
	Total Direct Labor Cost with Escalation			=	\$25,316.40	
	Direct Labor Subtotal before Escalation			=	\$25,316.40	
	Estimated total of Direct Labor Salary Increase			=	\$0.00	Transfer to Page 1

NOTES:

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

Certification of Direct Costs:

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

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Nayan Amin

Title: President

Signature: 

Date of Certification (mm/dd/yyyy): 10/15/2020

Email: namin@tjkm.com

Phone Number: 925.463.0611

Address: 4305 Hacienda Drive, Suite 550, Pleasanton, CA 94588

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

List of services the consultant is providing under the proposed contract:

Traffic Engineering & Transportation Planning