

PROFESSIONAL SERVICES AGREEMENT

This Agreement, entered into this 12th day of June, 2017, by and between the City of Reedley, hereinafter referred to as the "CITY", and Mark Thomas hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the CITY is authorized and empowered to employ consultants and specialists in the performance of its duties and functions, and

WHEREAS, the CITY has the desire to secure certain technical and professional services to assist in the preparation and completion of the items of work described as "Scope of Services" in Exhibit "A", for the Systemic Safety Analysis Report hereinafter referred to as the "PROJECT"; and

WHEREAS, the CONSULTANT represents it is licensed, qualified and willing to provide such services pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and CONSULTANT agree as follows:

I. SERVICES TO BE PERFORMED BY THE CONSULTANT

- A. Authorized Scope of Services: The CONSULTANT agrees to perform all services necessary to complete in a manner satisfactory to the CITY those tasks described in Exhibit "A" - Scope of Work, for the cost identified in Exhibit "B" – Fee Estimate.
- B. Additional Services: Incidental work related to the PROJECT and not provided for in Exhibit "A" may be needed during the performance of this Agreement. The CONSULTANT agrees to provide any and all additional services at the rates identified in attached Exhibit "C" - A schedule of Fees for Additional Professional Services. Such additional services shall not be performed by CONSULTANT without the written consent of CITY.

II. TIME OF PERFORMANCE

The CONSULTANT shall commence performance of this Agreement within five (5) days following City Council approval of this Agreement and shall complete the work within the timeframes outlined in Exhibit "A", unless otherwise extended in writing by CITY, in its sole discretion.

If the CONSULTANT fails to complete the Scope of Service within the time specified, plus any extensions of time which may be granted, the CITY shall determine the percent of each work item completed and shall pay the CONSULTANT on that basis.

CONSULTANT shall not be responsible for delays which are due to causes beyond the CONSULTANT'S reasonable control. In the case of any such delay, the time of completion shall be extended accordingly in a writing signed by both parties, but CONSULTANT shall not be entitled to additional compensation as a result of such delay.

III. COMPENSATION

- A. Total Compensation: For services performed pursuant to this Agreement, the CITY agrees to pay and the CONSULTANT agrees to accept, as payment in full on an actual cost plus fixed fee basis, a sum not to exceed \$ 199,842.00 in accordance with Exhibit B. This amount shall constitute complete compensation, including document production and out-of-pocket expenses for the Scope of Work as identified in Exhibit "A".
- B. Payment of Compensation: The CONSULTANT shall be paid no later than thirty (30) days following submission of a written, verified billing to the CITY. Said billing shall include the percentage of each task completed to date and since the date of the preceding billing, if any. All billings shall be subject to verification and approval by the CITY.

IV. AUTHORIZED REPRESENTATIVE

- A. CITY: The City Manager shall represent the CITY in all matters pertaining to the services to be rendered under this Agreement, except where approval of the City Council of the City of Reedley is specifically required.
- B. CONSULTANT: Ed Noriega shall represent and act as CONSULTANT in all matters pertaining to the services to be rendered by it under this Agreement.

V. TERMINATION

The right to terminate this Agreement, with or without cause, may be exercised by either party, without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

- A. Termination By Either Party Without Cause: The CITY or CONSULTANT may terminate this Agreement at any time by giving written notice to the other of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.
- B. Termination of Agreement for Cause: The CITY may by written notice to the CONSULTANT specifying the effective date thereof, immediately

terminate the whole or any part of this Agreement in any of the following circumstances:

1. If the CONSULTANT fails to perform the services called for by this Agreement within time(s) specified herein or any extension thereof; or
2. If the CONSULTANT fails to make progress under this Agreement as to endanger performance of this Agreement in accordance with its terms, and does not correct such failure within a period of ten (10) days (or longer period as the CITY may authorize in writing) after receipt of notice from the CITY specifying such failure.

C. Post-Termination:

1. In the event the CITY terminates this Agreement with or without cause, the CITY may procure, upon such terms and such manner as it may determine appropriate, another party to complete the services under this Agreement.
2. Except with respect to defaults of subconsultants, the CONSULTANT shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes include, but are not limited to, acts of God or of the public enemy, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather; but in the event of the failure to perform is caused by the default of a subconsultant, the CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the subconsultant were obtainable from other sources in sufficient time and within budgeted resources to permit the CONSULTANT to meet the required delivery schedule or other performance requirements.
3. Should the Agreement be terminated with or without cause, the CONSULTANT shall provide the CITY with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by the CONSULTANT pursuant to this Agreement. The use of all finished and unfinished work product shall be in accordance with Section XI, Documents and Data.
4. Upon termination, with or without cause, CONSULTANT will be compensated for the services satisfactorily performed to the date of termination according to compensation provisions contained herein;

provided that, upon termination for cause, the CITY may withhold such amount as the CITY deems appropriate to compensate the CITY for costs or damages incurred as a result of the CONSULTANT's default. In no event, shall the total compensation paid CONSULTANT exceed the total compensation agreed to herein.

5. If, after notice of termination of this Agreement for cause, as provided for in this article, it is determined for any reason that the CONSULTANT was not in default under the provisions of this article, then the rights and obligations of the parties shall be the same as if the Agreement was terminated without cause.
6. Termination of this Agreement shall not terminate any obligation to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination activities.

VI. INTEREST OF OFFICIALS AND THE CONSULTANT

- A. No officer, member, or employee of the CITY who exercises any functions or responsibilities in the review or approval of this Agreement shall:
 1. Participate in any decision relating to this Agreement which effects his personal interest or the interest of any corporation, partnership, or association in which he has, directly or indirectly, any interest; or
 2. Have any interest, direct or indirect, in this Agreement or the proceeds thereof during his tenure or for one year thereafter.
- B. The CONSULTANT hereby covenants that he has, at the time of the execution of this Agreement, no interest, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. The CONSULTANT further covenants that in the performance of this work, no person having any such interest shall be employed.

VII. NO PERSONNEL, AGENCY OR COMMISSION

The CONSULTANT warrants, by execution of this Agreement, that no personnel agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the CITY

shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

VIII. SUBCONTRACTING

- A. The CONSULTANT shall not subcontract or otherwise assign any portion of the services to be performed under this Agreement without the prior written approval of the CITY.
- B. Without limiting Paragraph A, in no event shall the CONSULTANT subcontract services in excess of 50% of the contract amount, excluding specialized services. Specialized services are those items not ordinarily furnished by a consultant performing the particular type of project described in this Agreement.

IX. INDEPENDENT CONTRACTOR

In the performance of the services herein provided for, the CONSULTANT shall be, and is, an independent contractor and is not an agent or employee of the CITY. The CONSULTANT has and shall retain the right to exercise full control and supervision of all persons assisting the CONSULTANT in the performance of said services hereunder. The CONSULTANT shall be solely responsible for all matters relating to the payment of its employees including compliance with social security and income tax withholding and all other regulations governing such matters.

X. SPECIFICATIONS

All specifications, manuals, standards, etc., either attached to this Agreement or incorporated by reference, are binding as to the performance of the services specified in this Agreement unless they are changed by written amendment to this Agreement modified in writing to incorporate such changes.

XI. DOCUMENTS/DATA

- A. Ownership of Documents: All original papers and documents, produced as a result of this Agreement, shall become the property of the CITY. In addition, CITY shall be provided with access and use of any other papers and documents consistent with the purpose and scope of services covered by this Agreement. Any additional copies, not otherwise provided for herein, shall be the responsibility of the CITY.

Documents, including drawings and specifications, prepared by CONSULTANT pursuant to this Agreement, are not intended or represented to be suitable for reuse by CITY or others on extensions of

the PROJECT or on any other project. Any use of the completed documents for other projects and any use of incomplete documents without the specific written authorization from CONSULTANT will be at CITY's sole risk and without liability to CONSULTANT. Further, any and all liability arising out of changes made to CONSULTANT's deliverables under this Agreement by CITY or persons other than CONSULTANT is waived as against CONSULTANT, and the CITY assumes full responsibility for such changes made by the CITY or its agents unless the CITY has given CONSULTANT prior notice and has received from CONSULTANT written consent for such changes.

- B. Publication: No report, information, or other data given or prepared or assembled by the CONSULTANT pursuant to this Agreement, shall be made available to any individual or organization by the CONSULTANT without the prior written approval of the CITY. Notwithstanding the foregoing, however, the CONSULTANT shall not be required to protect or hold in confidence and confidential information which (1) is or becomes available to the public with the prior written consent of the CITY; (2) must be disclosed to comply with law; or (3) must be disclosed in connection with any legal proceedings.
- C. Copyrights: The CONSULTANT shall be free to copyright material developed under this Agreement with the provision that the CITY be given a nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the material for government or public purposes.

XII. INDEMNIFICATION AND INSURANCE

- A. As respects acts, errors, or omissions in the performance of services, CONSULTANT shall indemnify and hold harmless CITY, its elected and appointed officers, employees, and CITY designated volunteers from and against any and all claims, demands, losses, defense costs, liability or damages arising directly out of CONSULTANT's negligent acts, errors or omissions in the performance of his/her services under the terms of this Agreement; except to the extent those arise out of the negligent acts of CITY.
- B. As respects all acts or omissions which do not arise directly out of the performance of services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONSULTANT shall indemnify, defend (at CITY's option), and hold harmless CITY, its elected and appointed officers, agents, employees, representatives, and designated volunteers from and against any and all claims, demands, defense costs, liability, or damages of any kind or

nature arising out of or in connection with CONSULTANT (or CONSULTANT's subcontractors, if any) performance or failure to perform, under the terms of this Agreement; except to the extent those which arise out of the negligent acts of CITY.

C. Without limiting CITY's right to indemnification, it is agreed that CONSULTANT shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

1. Workers' Compensation insurance as required by California statutes, and Employer's Liability Insurance in an amount not less than One Million Dollars (\$1,000,000).
2. Commercial general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability, Broad Form Property Damage (if applicable), Independent Contractor's Liability (if applicable).
3. Professional liability insurance coverage, in an amount not less than One Million Dollars (\$1,000,000).
4. Comprehensive automobile liability insurance coverage, in an amount not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.

D. The City Manager is authorized to reduce or modify the requirements set forth above in the event he/she determines that such reduction is in the CITY's best interest.

E. Each insurance policy required by this Agreement shall contain the following clause:

"This insurance shall not be canceled, any change in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Reedley, 845 G Street, Reedley, CA 93654." The clause shall not contain "shall endeavor," best efforts or similar qualifiers.

In addition, the Commercial general liability and comprehensive

automobile liability policies required by this Agreement shall contain the following clauses:

"It is agreed that any insurance maintained by the City of Reedley shall apply in excess of and not contribute with insurance provided by this policy."

For the general liability and automobile policies only, the City of Reedley, its officers, agents, employees, representatives and designated volunteers are added as additional insured's as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Reedley.

- F. Prior to commencing any work under this Agreement, CONSULTANT shall deliver to CITY insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Within thirty (30) days of the execution date of this Agreement, CONSULTANT shall provide to CITY endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by CITY, it shall be CONSULTANT's responsibility to see that CITY receives documentation acceptable to CITY which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. CITY has the right to demand and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.
- G. In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY, may, at its sole option:
 - 1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; or
 - 2. Order CONSULTANT to stop work under this Agreement and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof; or
 - 3. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other

remedies CITY may have and is not the exclusive remedy for CONSULTANT's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT's or its subcontractor's performance of the work covered under this Agreement.

XIII. NON-DISCRIMINATION

CONSULTANT and all subcontractors shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Caltrans-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement.

XIV. MISCELLANEOUS PROVISIONS

- A. Asbestos and Hazardous Materials: In providing its services hereunder, CONSULTANT shall not be responsible for identification, handling, containment, abatement, or in any other respect, for any asbestos or hazardous material if such is present in connection with the PROJECT. In the event the CITY becomes aware of the presence of asbestos or hazardous material at the jobsite, CITY shall be responsible for complying with all applicable federal and state rules and regulations, and shall immediately notify CONSULTANT, who shall then be entitled to cease any of its services that may be affected by such presence, without liability to CONSULTANT arising therefrom.
- B. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.
- C. Prohibition of Assignment: Neither the CITY nor CONSULTANT shall assign, delegate or transfer their rights and duties of this Agreement without the written consent of the other party.
- D. Dispute/Governing Law: Any dispute not resolvable by informal arbitration between the parties to this Agreement shall be adjudicated in a Court of Law under the laws of the State of California.
- E. Notices: Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the CONSULTANT, or if sent via the United State Postal Service, postage prepaid, addressed as

follows:

CITY OF REEDLEY 1733 Ninth Street Reedley, CA 93654 Attn: City Clerk	Mark Thomas 7571 N Remington Ave #102 Fresno, CA 93711 Attn: Ed Noriega
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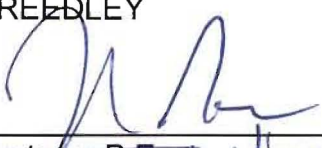
- F. Jurisdiction/Venue/Waiver of Removal: This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that State. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Fresno County, California. The CONSULTANT hereby expressly waives any right to move any action to a county other than Fresno County as permitted pursuant to Section 394 of the California Code of Civil Procedure.
- G. Integration/Modification: This Agreement and each of the exhibits referenced herein, which are incorporated by reference, represents the entire understanding of the CITY and the CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the CITY and the CONSULTANT.
- H. Conflict with Law: If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.
- I. Attorney's Fees: In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its reasonable attorney's fees and court costs incurred in the action brought thereon.
- J. Construction: This Agreement is the product of negotiation and compromise on the part of each party and the parties agree, notwithstanding Civil Code Section 1654, that in the event of uncertainty the language will not be construed against the party causing the uncertainty to exist.
- K. Authority: Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the party to which its signature represents.

- L. Headings: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

CITY OF REEDLEY

CONSULTANT



John Robertson, P.E.
City Engineer

Nicole Zicha
City Manager



Attachments:

Exhibit "A": Scope of Services
Exhibit "B": Fee Estimate



REEDLEY CITY COUNCIL

- ☒ Consent Item
- ☐ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 13

DATE: May 23, 2017

TITLE: ADOPT RESOLUTION NO. 2017-051 GRANTING AUTHORITY TO THE CITY MANAGER TO ENTER INTO A CONSULTANT CONTRACT ON A TIME AND MATERIALS BASIS WITH MARK THOMAS TO PREPARE A CITYWIDE SYSTEMIC SAFETY ANALYSIS REPORT IN AN AMOUNT NOT TO EXCEED \$199,842

SUBMITTED: John S. Robertson, P.E. *JSR*
City Engineer

APPROVED: Nicole R. Zieba
City Manager
or

RECOMMENDATION

Staff recommends that the City Council take the following action:

- Adopt Resolution No. 2017-051 granting authority to the City Manager to enter into a consultant contract on a time and materials basis with Mark Thomas to prepare a citywide Systemic Safety Analysis Report in an amount not to exceed \$199,842

EXECUTIVE SUMMARY

The City of Reedley was awarded a grant from the Highway Safety Improvement Program (HSIP) in the amount of \$225,000 to prepare a Systemic Safety Analysis Report (SSAR). The Systemic Safety Analysis Report Program (SSARP) is a supporting funding program to HSIP. The SSAR is an analytical and technical report performed by a qualified consultant on a local agency's transportation network to identify and prioritize future safety projects that meet safety requirements or thresholds. The projects identified in the SSAR will be submitted in priority order when future calls for projects are issued for HSIP funding.

In March of 2017 staff requested statements of qualification from consultants for the preparation of a SSAR. On April 21, the City received four statements of qualifications from interested consultants. During the week of May 1st a committee of City staff from the Public Works, Engineering, and Community Development departments reviewed, discussed the merits and experience of each of the submitted documents, and scored each of the SOQ's. The Committee unanimously approved Mark Thomas as the consultant with the experience and

understanding of the SSAR program. The following week the City met with Mark Thomas to finalize the scope of work and fee.

BACKGROUND

The goal of the SSARP is to help local agencies in the identification of safety projects to submit for HSIP funding consideration. Through the funding of SSAR's local agencies are encouraged to evaluate their roadway networks with an approach that has been effective for addressing safety issues.

In March of 2017 the City requested statements of qualifications from professional consultants and on April 21 received four SOQ's from interested consultants. A committee of staff from the Public Works, Community Development, and Engineering departments met in early May, to review and score the SOQ's. The committee unanimously selected Mark Thomas as the firm to perform the services.

Mark Thomas was selected as the firm to perform the services as their SOQ demonstrated the most experience and understanding of the SSARP process. In early May of 2017 Engineering staff met with representatives from Mark Thomas to finalize the scope of services and fee.

Over the next 10 to 12 months, Mark Thomas will collect City roadway data as well as collect data from multiple sources that collect information on traffic accidents within the City. The consultant will also perform field visits to determine unsafe roadway features for areas showing higher than normal traffic collisions. Factors such as sight distance, striping tapers and clear recovery zone infractions will be considered and analyzed.

Once the evaluations are complete, a report will be written to summarize the findings. Ultimately, the report will also provide countermeasures with a high likelihood of addressing the crashes that are appropriate for the characteristics of the roadway. In addition, the report will provide all of the required information required to submit successful applications to receive funding from the HSIP.

FISCAL IMPACT

There is no impact to the general fund for the preparation of the SSAR. The proposed maximum cost to the City is less than the awarded amount of \$225,000 received from the HSIP. The required local match of ten (10) percent is funded through the FCTA Flexible Fund account.

ATTACHMENTS

1. Resolution No. 2017-051
2. Exhibit A Scope of Work
3. Project Schedule
4. Cost Proposal

Motion: _____
Second: _____

RESOLUTION NO. 2017-051

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY GANTING AUTHORITY TO THE CITY MANAGER TO ENTER INTO A CONSULTANT CONTRACT ON A TIME AND MATERIALS BASIS WITH MARK THOMAS TO PREPARE A CITYWIDE SYSTEMIC SAFETY ANALYSIS REPORT IN AN AMOUNT NOT TO EXCEED \$199,842

WHEREAS, a Systematic Safety Analysis Report Program (SSARP) will evaluate the entire City roadway network to identify potential Highway Safety Improvement Program (HSIP) projects; and

WHEREAS, the City in March of 2017 requested a statement of qualifications from consulting firms for the preparation of a Systemic Safety Analysis Report (SSAR); and

WHEREAS, the City received, evaluated, and scored four statements of qualifications from consulting firms and unanimously selected Mark Thomas as the firm to perform the required services; and

WHEREAS, on May 23, 2017 the City held a public meeting at the City of Reedley Council Chamber, at 845 "G" Street and received a staff report, staff presentation and accepted public comments.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Reedley using their independent judgment hereby resolves as follows:

1. The above recitals are true and correct and incorporated herein by reference; and
2. The City Council using their independent judgment, grants authority to the City Manager to enter into a consultant' contract with Mark Thomas for the preparation of a SSAR per an approved scope of services and fee on a time and materials basis not to exceed \$199,842.
4. This resolution is effective upon adoption.

This foregoing resolution is hereby approved the 23rd day of May, 2017, in the City of Reedley, by the following vote:

AYES: Soleno, Pinon, Beck, Fast, Betancourt.

NOES: None.

ABSTAIN: None.

ABSENT: None.


Anita Betancourt, Mayor

ATTEST:


Sylvia B. Plata, City Clerk



EXHIBIT A

CITY OF REEDLEY
SYSTEMIC SAFETY ANALYSIS REPORT (SSAR)

May 12, 2017

I. SCOPE OF WORK

TASK 1.0 – PROJECT MANAGEMENT

1.1 Project Meetings (8 Total)

CONSULTANT management approach includes Project meetings with the CLIENT and other agencies/organizations deemed appropriate by the CLIENT Project Manager. The meetings will be centered around key project milestones.

CONSULTANT will take the lead in project meetings. This work includes preparation of meeting agenda in consultation with CLIENT's Project Manager, distribution of approved meeting agenda, arrangement of attendance of meeting participants, and preparation and distribution of meeting minutes, including recap of actions to be taken prior to the next meeting. This scope assumes a total of 8 project meetings.

If desired, Mark Thomas can attend a City Council meeting to present the final SSAR report findings under this task.

1.2 Agency Coordination

This task will include ongoing agency coordination, including coordination with the CLIENT and other project stakeholders. This task will include preparing memos, letters, e-mail, and phone calls necessary to manage the project.

1.3 Monthly Progress Reports

CONSULTANT will prepare monthly invoices and progress reports. The progress reports will show the status of each task, the percent complete for each task, and the remaining budget. This will help to monitor project delivery costs and status.

1.4 Quality Control and Quality Assurance

The CONSULTANT Quality Control plan consists of established procedures for performing the work (which are reassessed with each project), including methods for the identifying accident analysis and countermeasure procedures, establishing appropriate levels of design development for intermediate submittals, and methods of project documentation. CONSULTANT will use their QA/QC manual as a guide to ensure the highest engineering quality possible.

The CONSULTANT project manager will be responsible for internal and external quality control measures. Some of these measures are summarized as follows:

Internal Quality Control

- Verify accident analysis is consistent with accepted standards
- Confirm approach for proposed alternatives and countermeasures
- Check calculations

External Quality Control

- Do the assumptions made match the SSAR guidelines?

EXHIBIT A

CITY OF REEDLEY

May 12, 2017

SYSTEMIC SAFETY ANALYSIS REPORT (SSAR)

- Are the cost estimates prepared for projects federally reimbursable under the HSIP program?

A record of quality control reviews will be kept in a separate file for documentation/quality audit purposes.

Task 1 Deliverables:

- Agenda and Minutes for each Project meeting (8 total)
- Monthly Progress Summary

TASK 2.0 – PRELIMINARY ENGINEERING

This task includes preparing the data necessary to select appropriate countermeasures to meet the requirements of the SSAR report. Generally, it will consist of collecting and analyzing the existing collisions in the City of Reedley, and analyzing the safety of the intersections where high collisions exist.

2.1 Data Gathering & Field Visits

CONSULTANT will collect available crash collision data. Data will be collected from the Statewide Integrated Traffic Records System (SWITRS), Transportation Injury Mapping System (TIMS), and from City police department collision reports. It is anticipated that the CLIENT will collect the data from the City police department.

Field visits will be conducted to determine unsafe roadway features for areas showing higher than normal traffic collisions. When visiting these areas, several factors will be considered:

- Sight Distance
- Striping Tapers
- Clear Recover Zone
- Horizontal and Vertical Curves
- Signage
- Roadway Cross Section (lane/shoulder widths)

The field visits will be geared toward identifying unsafe or non-standard features that may contribute to the collision types seen in that area.

2.2 Accident Analysis and Diagrams

Data collected from various sources will be compiled into a single list of accidents that can be imported into Google Earth (.kmz format). Several different maps will be created showing various collision factors, collision severity, and violation type. This information will help to identify common trends network-wide so that appropriate countermeasures can be selected.

2.3 Project Analysis and Network Safety

The overall safety of the network will be examined. Projects that fall under the HSIP program will be separated from projects that may not be good candidates for the HSIP program. These undesirable HSIP projects will be summarized in a memorandum to the CLIENT, which will include potential safety improvements and future projects that can be funding under other programs.

EXHIBIT A

CITY OF REEDLEY
SYSTEMIC SAFETY ANALYSIS REPORT (SSAR)

May 12, 2017

2.4 Develop Countermeasures

Conclusions drawn in the accident analysis phase can then developed into countermeasures. The *Local Roadway Safety - A Manual for California's Local Road Owners* will be used to select appropriate HSIP approved countermeasures. Generally, a few different countermeasures can be used to mitigate common trends. A list of these countermeasures will be provided to the CLIENT for review and comment.

2.5 Preliminary Estimates

Project costs estimates will be prepared with the goal of generating rough costs to aid in countermeasure selection. Since HSIP funding is budget oriented, these preliminary estimates will help to see which projects may be best suited for funding under the HSIP program.

2.6 Preliminary B/C Ratios

CONSULTANT will use the TIMS software to calculate the benefit-cost ratios for various countermeasures and projects. As part of the SSAR guidelines, CONSULTANT will analyze up to 10 high-risk corridors and 20 intersections for potential inclusion in the SSAR report. At the conclusion of this analysis, a list of projects will be prepared showing appropriate countermeasures, project costs, and expected b/c ratios.

Task 2.0 Deliverables

- Collision Analysis in Google Earth Format (.kmz)
- Collision Analysis in Excel Format
- List of Potential Projects and Countermeasures (Excel format)

TASK 3.0 – DATA REFINEMENT

Based on the preliminary results found in Task 2.0, CONSULTANT will meet with the CLIENT to discuss the direction and progress of the findings. The goal of this meeting will be to select countermeasures and projects to move forward with. Since the goal of task 2.0 will be to identify many projects and potential countermeasures, they will not be looked at in great detail. This task is intended to detail the selected countermeasures and projects.

3.1 Refine Accident Analysis

Once projects and countermeasures are selected, crash data will need to be refined. Only collisions applicable to a selected countermeasure can be applied toward a project benefit. Each accident within the project limits will be evaluated and accepted or rejected as contributable to the selected countermeasure.

3.2 Develop Project Improvement Schematics

Proposed project improvements will be schematically designed with an objective to accurately identify project impacts and appropriate bid items. The plan-view schematic design will be created in AutoCAD Civil 3D 2015 and will identify impacts, bid items, and proposed project improvements. The design will be based off an aerial image and will be of sufficient detail to provide a planning-level cost estimate.

EXHIBIT A

CITY OF REEDLEY SYSTEMIC SAFETY ANALYSIS REPORT (SSAR)

May 12, 2017

3.3 Refine Estimates

Project improvements will be quantified and estimated based on the project improvement schematic. The estimate will include construction costs, preliminary engineering costs, environmental costs and construction management costs. The overall goal of the estimate is to identify the total cost a project would take to deliver, all of which can be reimbursed under the HSIP program if a project is selected for funding.

3.4 Refine B/C Ratios

CONSULTANT will use the TIMS software to prepare the final benefit-cost ratios for the selected projects and countermeasures. As part of the SSAR guidelines, CONSULTANT will analyze up to 10 high-risk corridors and 20 intersections for potential inclusion in the SSAR report. At the conclusion of refining the B/C Ratios, a final list of project will be prepared for the CLIENT, who can choose which projects to exclude or keep in the SSAR report

Task 3.0 Deliverables:

- Three sets of Project Improvement Schematics (11x17)
- Three copies of the estimate
- List of Selected Projects and Countermeasures (Excel format)

TASK 4.0 – DRAFT SSAR REPORT

Using the information collected in task 2.0 and task 3.0, a draft SSAR report will be created and submitted for CLIENT review. The SSAR report will prioritize projects which may be fundable for the Highway Safety Improvement Program (HSIP). The report will summarize the potential projects and show the expected benefit-cost ratios. Safety improvements that may not be applicable to the SSAR report, but would be recommended to improve safety will be summarized in memorandum to the City.

4.1 Executive Summary

This section will include the objectives and focus for the SSAR and a brief summary of the major results. Discussions will include what methodologies were used to limit the data analysis and studies to stay within the funding limits. Other high-level discussions may include crash trends, corridors identified, countermeasures considered, conceptual projects identified, and the benefit-cost ratios for the projects.

4.2 Safety Data Summary

Safety data will be analyzed and will include ten (10) years of the most current crash data. Crash data will be compiled from local databases, the California I-SWITRS database, and UC Berkeley Transportation Injury Mapping (TIMS).

This section will follow guidance found in Section 2 of the Local Roadway Safety Manual (LRSM) to complete this section of the SSAR.

4.3 Data Analysis Techniques and Results

Crash trends and crash concentrations will be analyzed based on overall numbers, identifying the leading causes of collisions. In addition, crashes will be identified on a 'rate' basis and compared to other areas within the City to identify the highest need intersections.

EXHIBIT A

CITY OF REEDLEY

May 12, 2017

SYSTEMIC SAFETY ANALYSIS REPORT (SSAR)

4.4 Highest Occurring Crash Type

CONSULTANT will focus this area of the report on the top 3 to 10 crash types responsible for the fatalities and severe injuries occurring on their roadway network.

This section will follow guidance in Section 3 of the LRSM to complete this portion of the SSAR.

4.5 High-Risk Corridors and Intersections

CONSULTANT will focus this area of the report on the top 3 to 10 high-risk corridors and top 5 to 20 intersections responsible for fatalities and severe injuries occurring on the roadway network. Though CONSULTANT will mainly focus on high-risk corridors and intersections, CONSULTANT will prepare a memorandum documenting similar situations on other areas of the network that exhibit similar characteristics, but may not have the accidents present to justify funding under the HSIP program.

This section will follow guidance in Section 3 of the LRSM to complete this portion of the SSAR.

4.6 Countermeasure Selection

CONSULTANT will use crash reduction factors provided in the LRSM to identify potential low-cost systemic countermeasures that mitigate the local agencies' primary crash type trends. In addition, CONSULTANT will use crash concentrations (system-wide, corridors, and spot locations) to identify the countermeasures with a high likelihood of addressing the crashes that are appropriate for the characteristics of the roadway.

This section will follow the guidance in Section 4 of the LRSM to complete this section of the SSAR.

4.7 Project Scope and Prioritization

Once the crash areas, trends, and corresponding systemic countermeasures have been identified, the CONSULTANT will create preliminary safety project scopes. CONSULTANT will focus on finding the ideal balance between collision analyses on a systemic basis while also addressing high-crash locations. For the lowest cost improvements, like signing and striping, it may be an appropriate goal to have the entire roadway network eventually upgraded to a minimum level.

In contrast, the costlier systemic countermeasures may only be feasible to install at higher crash locations/characteristics on a corridor-by-corridor basis.

Task 4.0 Deliverables:

- Three (3) copies of the Draft SSAR Report

TASK 5.0 – FINAL SSAR REPORT

5.1 Final SSAR Report

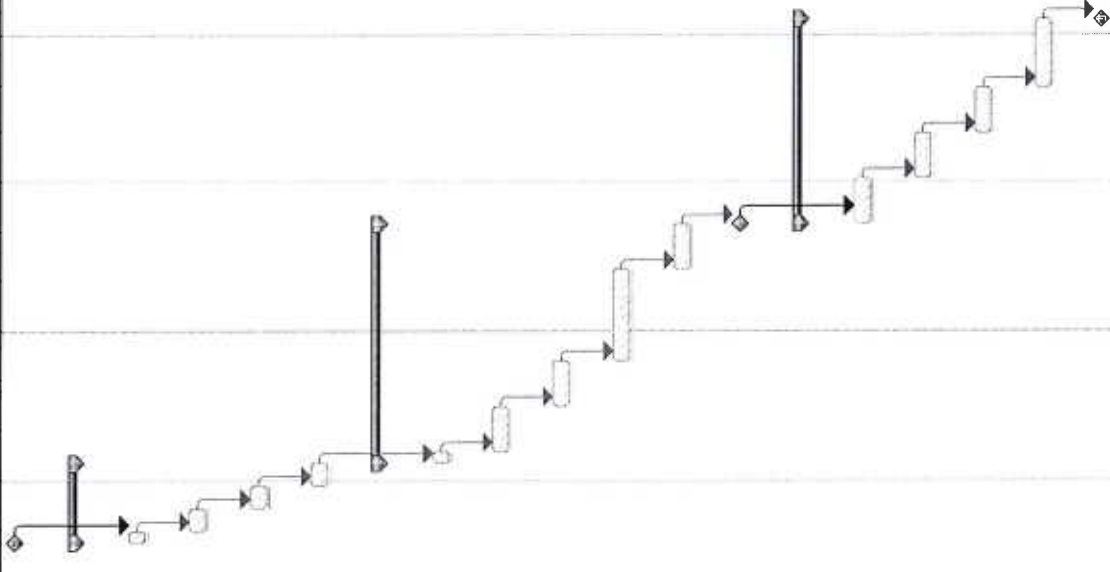
Following reviews by the CLIENT, any agreed-upon revisions shall be made to the SSAR report. A final SSAR report will be delivered to the CLIENT for submittal to Caltrans.

Task 5.0 Deliverables:


- Three (3) copies of the Final SSAR Report

CITY OF REEDLEY SYSTEMIC SAFETY ANALYSIS REPORT

ID	Task Name	Duration	Start	Finish	Qtr 2, 2017 Apr	Qtr 2, 2017 May	Qtr 2, 2017 Jun	Qtr 3, 2017 Jul	Qtr 3, 2017 Aug	Qtr 3, 2017 Sep	Qtr 4, 2017 Oct	Qtr 4, 2017 Nov	Qtr 1, 2018 Dec	Qtr 1, 2018 Jan	Qtr 1, 2018 Feb	Qtr 1, 2018 Mar	Qtr 2 Apr
1	Notice to Proceed	0 days	5/24/17	5/24/17													
2	Data Collection	35 days	5/24/17	7/11/17													
3	Project Kickoff Meeting	1 wk	5/24/17	5/30/17													
4	California I-SW/ITRS Database Research	2 wks	5/31/17	6/13/17													
5	TIMS Database Research	2 wks	6/14/17	6/27/17													
6	City Collision Database Research (If Available)	2 wks	6/28/17	7/11/17													
7	Project Development and Research	105 days	7/12/17	12/5/17													
8	Identify Similar Collision Types	1 wk	7/12/17	7/18/17													
9	Identify High Collision Intersections and Roadway Segments	4 wks	7/19/17	8/15/17													
10	Identify Collisions Attributable to a Countermeasure	4 wks	8/16/17	9/12/17													
11	Prepare Cost Estimates for Proposed Projects	8 wks	9/13/17	11/7/17													
12	Evaluate Collision Severity and Probability of Funding	4 wks	11/8/17	12/5/17													
13	Meet with City to Discuss Findings	0 days	12/5/17	12/5/17													
14	Report Preparation	90 days	12/6/17	4/10/18													
15	Prepare Executive Summary	4 wks	12/6/17	1/2/18													
16	Prepare Project Need	4 wks	1/3/18	1/30/18													
17	Prepare Countermeasure Justification	4 wks	1/31/18	2/27/18													
18	Format Collision Data Into Exhibits	6 wks	2/28/18	4/10/18													
19	Submit Final Report to City	0 days	4/10/18	4/10/18													



COST PROPOSAL FOR PROJECT SCOPE - City of Reedley: SSAR

<div></div> <div>MARK THOMAS</div>		Mark Thomas					TOTAL COST	
		Engineering Manager	Project Engineer	Design Engineer I	Intern	Sr. Project Coordinator		Total Hours
		\$245	\$124	\$89	\$51	\$107		
1.0	Phase 1.0 Project Mangement							
1.1	Project Meetings	30	20	20		70	\$11,623	
1.2	Agency Coordination	40	40	20		100	\$16,558	
1.3	Monthly Progress Reports	20				40	\$9,185	
1.4	Quality Control and Quality Assurance	40	40	20		100	\$16,558	
Subtotal Phase 1		130	100	60	0	40	\$53,924	
2.0	Phase 2.0 Preliminary Engineering							
2.1	Data Gathering & Field Visits	6	60	60	20	146	\$15,291	
2.2	Accident Analysis and Diagrams	6	30	30	20	86	\$8,895	
2.3	Project Analysis and Network Safety	6	40	20		66	\$8,217	
2.4	Develop Countermeasures	6	40	20		66	\$8,217	
2.5	Preliminary Estimates	6	40	40	40	126	\$12,053	
2.6	Preliminary B/C Ratios	6	16	16		38	\$4,883	
Subtotal Phase 2		36	226	186	80	0	\$57,557	
3.0	Phase 3.0 Data Refinement							
3.1	Refine Accident Analysis	6	20	20	10	56	\$6,249	
3.2	Develop Project Improvement Schematics	6	40	60	70	176	\$15,376	
3.3	Refine Estimates	6	30	30	30	96	\$9,408	
3.4	Refine B/C Ratios	6	12	12		30	\$4,030	
Subtotal Phase 3		24	102	122	110	0	\$35,064	
4.0	Phase 1.0 Draft SSAR Report							
4.1	Executive Summary	4	40	30	2	76	\$8,721	
4.2	Safety Data Summary	4	16	12	2	34	\$4,139	
4.3	Data Analysis Techniques and Results	4	16	12	2	34	\$4,139	
4.4	Higherst Occurring Crash Type	4	16	12	2	34	\$4,139	
4.5	Highest-Risk Corridors and Intersections	4	16	12	2	34	\$4,139	
4.6	Countermeasure Selection	4	16	12	2	34	\$4,139	
4.7	Project Scope and Prioritization	4	40	30	2	76	\$8,721	
Subtotal Phase 4		28	160	120	14	0	\$38,135	
5.0	Phase 5.0 Final SSAR Report							
5.1	Final SSAR Report	16	80		8	104	\$14,262	
Subtotal Phase 5		16	80	0	8	0	\$14,262	
TOTAL HOURS		234	668	488	212	40	1,642	
Anticipated Salry Increases							\$0	
OTHER DIRECT COSTS							\$900	
TOTAL COST		\$57,403	\$82,882	\$43,496	\$10,883	\$4,278	\$199,842	