

PROFESSIONAL SERVICES AGREEMENT NO. 683
BETWEEN
THE CONTRA COSTA TRANSPORTATION AUTHORITY
AND
KIMLEY-HORN AND ASSOCIATES, INC.

This Agreement No. 683 is made and entered into as of this 21st day of February, 2024 (Agreement), by and between the Contra Costa Transportation Authority, a transportation authority established under Public Utilities Code Sections 180000 *et seq.* with its principal place of business at 2999 Oak Road, Suite 100, Walnut Creek, CA 94597 (Authority), and Kimley-Horn and Associates, Inc., a corporation with its principal place of business at 4637 Chabot Drive, Suite 300 Pleasanton, CA 94588 (Consultant). The Authority and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. The Authority is an agency organized under the laws of the State of California and is in need of professional services for the following project:

- Transit Bus on Shoulder (TBOS) – Testing and Training at GoMentum Station

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the Authority on the terms and conditions set forth in this Agreement.

D. The Authority desires to engage Consultant to render such services for the Project as set forth in this Agreement.

E. The Parties desire by this Agreement to establish the terms for the Authority to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services

Consultant promises and agrees to furnish to the Authority all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (Services). The Services are more particularly described throughout this Agreement, including Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, State and Federal Laws, rules and regulations. All Services performed by Consultant shall be subject to the sole and discretionary approval of the Authority, which approval shall not be unreasonably withheld.

2. Compensation

a. The Authority shall pay to Consultant, for the performance of all Services rendered under this Agreement, the total not-to-exceed amount of Six-Hundred Thirty-Seven Thousands dollars (\$637,000) (Total Compensation). This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "B" and incorporated herein by reference. The rates shown in the Schedule of Charges are applicable through the following date: January 1, 2025. The rates may be adjusted annually to reflect Consultant's adjustments to individual compensation and for personnel subject to predetermined increases to prevailing wage rates established under the California Labor Code. To request a change in rates, Consultant shall submit a written request to the Authority no later than thirty (30) calendar days of the requested effective date. Consultant shall obtain the Authority's approval in writing prior to any rate increase, which shall not exceed the average Consumer Price Index (CPI-U) for the San Francisco-Oakland-San Jose Region for the last calendar year. The Total Compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under this Agreement.

b. Payment for approved additional services will be at the rates and in the manner set forth in Exhibit "B" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the Parties pursuant to the written amendment memorializing the terms under which the additional services will be performed. If the Authority requires Consultant to hire subconsultants to perform any additional

services, Consultant shall be compensated therefore at the rates and in the manner set forth in Exhibit "B," unless a flat rate or some other form of compensation is mutually agreed upon by the Parties pursuant to the written amendment memorializing the terms under which the additional services will be performed. The Authority shall have the authority to review and approve the rates of any such subconsultants. In addition, Consultant shall be reimbursed for any expenses incurred by such subconsultants pursuant to the terms and conditions of Section 2(c) below.

c. Reimbursable expenses are subject to the not-to-exceed Total Compensation set forth above. Consultant shall not be reimbursed for any expenses unless authorized in writing by the Authority, which approval may be evidenced by inclusion in Exhibit "B". Such reimbursable expenses shall include only those expenses, which are reasonably and necessarily incurred by Consultant in the interest of the Project. As a condition of obtaining reimbursement, Consultant shall be required to acquire written consent from the Authority in advance of accruing and invoicing the Authority for the following: (1) out-of-town travel expenses incurred in connection with the Project; (2) fees paid for securing approval of authorities having jurisdiction over the Project; (3) document duplication costs in excess of \$1,000; and (4) other costs, fees and expenses in excess of \$1,000.

d. Consultant's compensation and reimbursable expenses shall be paid by the Authority to Consultant no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed in accordance with Schedule of Charges/Payment provisions set forth in Exhibit "B." In order to receive payment, Consultant shall present to the Authority an itemized statement, which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The aggregate amount paid to Consultant shall never exceed the Total Compensation specified herein, which may be revised upon written amendment to this Agreement executed by the Parties. The Authority shall, within thirty (30) calendar days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner. Payment by the Authority to Consultant shall be made electronically via electronic fund transfer to an account designated by Consultant. All information necessary for the Authority to transfer funds electronically to Consultant's designated account, including account number and routing number, shall be provided to the Authority within ten (10) calendar days of the date first

set forth above and may thereafter be changed by Consultant upon a minimum of thirty (30) calendar days' written notice to the Authority. The Authority shall not be responsible for late or unpaid amounts due resulting from incorrect or missing information regarding Consultant's designated account. Upon cancellation or termination of this Agreement, Consultant shall be compensated as set forth in the termination provision herein.

e. The Authority may withhold payment, in whole or in part, to the extent reasonably necessary to protect the Authority from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind arising out of or caused by the acts, errors or omissions of Consultant. Failure by the Authority to deduct any sums from a progress payment shall not constitute a waiver of the Authority's right to such sums. The Authority may keep any monies, which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages as determined by the Authority, incurred by the Authority for which Consultant is liable under the Agreement or at law. Payments to Consultant for compensation and reimbursable expenses due shall not be contingent on the completion or ultimate success of the Project. Payment to Consultant shall not be withheld, postponed, or made contingent upon receipt by the Authority of offsetting reimbursement or credit from parties not within Consultant's reasonable control.

3. Additional Services

a. At the Authority's request, Consultant may be asked to perform additional services not otherwise included in this Agreement, not included within the scope of services listed in Exhibit "A" attached hereto, and/or not customarily furnished in accordance with generally accepted practices applicable to Consultant's profession. If changes in the scope of services are required by the Authority, it shall be processed in the following manner: (1) The Authority shall communicate the requested additional services to Consultant in writing; (2) If Consultant has the capacity and ability to perform the additional services, Consultant shall prepare a letter outlining the changes, which shall be forwarded to the Authority by Consultant with a statement of estimated changes in fee or time schedule; and (3) an amendment to this Agreement shall be prepared by the Authority and executed by both Parties before performance of such additional services.

Consultant shall not perform any additional services prior to execution of a written amendment to this Agreement memorializing the additional services. Once additional services are approved pursuant to a written amendment executed by the Parties, such additional services shall be deemed part of the Services and shall be subject to the same terms and conditions of this Agreement as if the additional services had originally been included in the scope of services

listed in Exhibit "A." Any written amendment adding additional services to the scope of services listed in Exhibit "A" shall not render ineffective or invalidate unaffected portions of this Agreement.

b. As used herein, "Additional Services" mean: (1) any services, which are determined by the Authority to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary for Consultant to perform at the execution of this Agreement; and (2) any work listed as additional services in Exhibit "A" attached hereto. Consultant shall not perform, nor be compensated for, additional services without prior written authorization from the Authority and without an agreement between the Authority and Consultant as to the compensation to be paid for such additional services. The Authority shall pay Consultant for any approved additional services, pursuant to the compensation provisions herein, so long as such additional services are not made necessary through the acts or omissions of Consultant.

4. Maintenance of Records

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the Agreement period and for four (4) years from the date of final payment under the Agreement for inspection by the Authority.

5. Time of Performance; Term

The term of this Agreement shall be from January 17, 2024 to January 17, 2026, unless earlier terminated as provided herein. "Automatic renewal not-to-exceed three (3) consecutive years." The Authority shall have the unilateral option, at its sole discretion, to renew this Agreement for no more than three (3) additional one (1) year terms. Consultant shall commence performance upon receipt of written notice from the Authority to proceed (Notice to Proceed). The Notice to Proceed shall set forth the date of commencement of work. Consultant shall not proceed with performance of any Services under this Agreement unless and until the Authority provides the Notice to Proceed. Consultant shall meet any established schedules and deadlines as specified in Exhibit "C." Consultant shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Consultant shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the Authority and within any completion schedules adopted for the Project.

Consultant agrees to coordinate with Authority staff, contractors and consultants in the performance of the Services, and shall be available to Authority staff, contractors and consultants at all reasonable times.

6. Delays in Performance

a. Neither the Authority nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including California Division of Occupational Safety and Health requirements.

b. If required, Consultant shall assist the Authority, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of its Services or operations performed under this Agreement.

8. Standard of Care

Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California and shall be responsible to the Authority for damages sustained by the Authority and delays to the Project as specified in the indemnification provision of this Agreement. Without limiting the foregoing, Consultant shall be fully responsible to the Authority for any increased costs incurred by the Authority as a result of any such delays to the Project. Consultant represents and maintains that

it is skilled in the professional calling necessary to perform the Services. Consultant warrants and represents that all of its employees, experts and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees, experts and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the Authority, any services necessary to correct errors or omissions, which are caused by Consultant's failure to comply with the standard of care provided for herein. Any employee or subconsultant who is determined by the Authority to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or subconsultant who fails or refuses to perform the Services in a manner acceptable to the Authority, shall be promptly removed from the Project by Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

9. Key Personnel

Consultant has represented to the Authority that certain additional key personnel and subconsultants will perform the Services under this Agreement. Should one or more of such personnel or subconsultants become unavailable, Consultant may substitute others of at least equal competence upon written approval of the Authority. In the event that the Authority and Consultant cannot agree as to the substitution of key personnel or subconsultants, the Authority shall be entitled to terminate this Agreement for cause. As discussed below, any personnel or subconsultants who fail or refuse to perform the Services in a manner acceptable to the Authority, or who are determined by the Authority to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by Consultant at the request of the Authority. The key personnel and subconsultants for performance of this Agreement are as follows:

Name	Title
Randy Durrenberger, P.E.	Project manager
Parag Mehta, PE	Principal-in-Charge
Jack Boda, P.E.	TBOS Subject Matter Expert
Edgar Torres, P.E.	TBOS Subject Matter Expert
Alyssa Phaneuf, P.E.	Concept of Operation
Chris Brecheisen, P.E.	Preliminary Engineering
Danae Hall, AICP	Environmental Clearance
Shawn Rainey, P.E.	Design Lead and DSDC

10. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the Authority, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. All subconsultants, including changes in subconsultants, shall be subject to approval by the Authority in its sole and reasonable discretion. Consultant shall notify the Authority of the identity of all subconsultants at least fourteen (14) calendar days prior to their commencement of work to allow the Authority to review their qualifications and approve to their participation on the Project in the Authority’s sole and reasonable discretion. All subconsultants retained by Consultant in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law. All subconsultants hired by Consultant shall be required to meet all of the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the Authority in writing. Unless changes are approved in writing by the Authority, Consultant’s agreements with its subconsultants shall contain a provision making them subject to all provisions in this Agreement. Consultant shall promptly obtain written Authority approval of any assignment, reassignment, or replacement of such subconsultants or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Consultant’s subconsultants and key personnel shall be subject to approval by the Authority.

11. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of the Authority. No employee or agent of Consultant shall become an employee of the Authority. The

work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from the Authority as herein provided.

12. Insurance

Consultant shall not commence work for the Authority until it has secured all insurance required under this Section and has provided evidence satisfactory to the Authority. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has secured all insurance required under this Section.

a. Commercial General Liability

(i) Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the Authority.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for: (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give the Authority, its officials, officers, employees, agents and the Authority designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the Authority, and provided that such deductibles shall not apply to the Authority as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the Authority.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give the Authority, its officials, officers, employees, agents and Authority designated volunteers additional insured status.

(iv) The business automobile liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the Authority, and provided that such deductibles shall not apply to the Authority as an additional insured.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of

California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this Section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the Authority and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$2,000,000 per occurrence/\$4,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$3,000,000 per claim and aggregate (errors and omissions)

(ii) With the exception of the professional liability policy, defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the Parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, Consultant shall file with the Authority evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the Authority at least thirty (30) calendar days prior written notice of cancellation of any policy required by this Agreement, except that Consultant shall provide at least ten (10) calendar days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the Authority at least ten (10) calendar days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy, Automobile Liability Policy and Pollution Liability Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the Authority or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three (3) years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the Authority, its officials, officers, employees, agents, 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 the Authority, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve Consultant from liability in excess of such coverage, nor shall it limit Consultant's indemnification obligations to the Authority and shall not preclude the Authority from taking such other actions available to the Authority under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the Authority, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A: VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Authority, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the Authority has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the Authority will be promptly reimbursed by Consultant or the Authority will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the Authority may cancel this Agreement.

(iii) The Authority may require Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the Authority nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements Consultant shall not allow any subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Authority that they have secured all insurance required under this Section. Policies of commercial general liability insurance provided by such subconsultants shall be endorsed to name the Authority as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, the Authority may approve in writing different scopes or minimum limits of insurance for particular subconsultants.

13. Indemnification

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of the Authority's choosing), indemnify and hold the Authority, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner to the extent arising out of, pertaining to, or incident to any negligent acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subconsultants or agents in connection with the performance of Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the Authority, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code Section 2782.8), then, and only to the extent required by Civil Code Section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, and upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed Consultant's proportionate percentage of fault.

14. California Labor Code Requirements

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the

performance of other requirements on certain “public works” and “maintenance” projects (Prevailing Wage Laws). If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the Authority, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations (DIR). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant’s performance of Services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the Authority. Consultant shall defend, indemnify and hold the Authority, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

15. Verification of Employment Eligibility

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

16. Laws and Venue

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Contra Costa, State of California.

17. Termination or Abandonment

a. The Authority hereby reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without cause. Consultant shall be provided with at least thirty (30) calendar days advanced written notice of such suspension, abandonment, or termination. In the event of such suspension, abandonment or termination, Consultant shall be paid for Services and reimbursable expenses rendered and accrued up to the date of such suspension, abandonment or termination, pursuant to Exhibit "B," less any claims against or damages suffered by the Authority as a result of the default, if any, by Consultant. Consultant hereby expressly waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein, in the event of such suspension, abandonment or termination. Consultant may terminate this Agreement upon thirty (30) calendar days advanced written notice for substantial breach of the Agreement by the Authority through no fault of Consultant. Consultant shall not be entitled to payment for unperformed Services and shall not be entitled to damages or compensation for termination of this Agreement, in whole or in part, by the Authority.

b. If Consultant's Services are suspended by the Authority, the Authority may require Consultant to resume such Services within ninety (90) calendar days after written notice from the Authority. When the Project is resumed, the Total Compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the Parties.

c. Upon suspension, abandonment or termination, Consultant shall provide to the Authority all Project Documents, as defined below, to which the Authority would have

been entitled at the completion of Consultant's Services under this Agreement. Upon payment of the amount required to be paid to Consultant pursuant to the termination provisions of this Agreement, the Authority shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Consultant under this Agreement. Consultant shall make such documents available to the Authority upon request and without additional compensation other than as may be approved as a reimbursable expense.

d. In the event this Agreement is terminated in whole or in part as provided herein, the Authority may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

e. The maximum amount for which the Authority shall be liable if this Agreement is terminated is six hundred and thirty-seven thousand (\$637,000) dollars.

18. Project Documents

All original field notes, written reports, drawings and specifications and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes (Project Documents) shall be and remain the property of the Authority. Although the official copyright in all Project Documents shall remain with Consultant or other applicable subconsultants, the Project Documents shall be the property of the Authority whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Consultant shall provide to the Authority copies of all Project Documents required by the Authority. In addition, Consultant shall retain copies of all Project Documents on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to the Authority upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, Consultant shall make a reasonable effort to notify the Authority and provide the Authority with the opportunity to obtain the documents. This Agreement creates a non-exclusive and perpetual license for the Authority to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein for any purpose. Consultant shall require any and all subconsultants to agree in writing that the Authority is granted a non-exclusive and perpetual license for the work of such subconsultants performed pursuant to this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that Consultant prepares or causes to be prepared pursuant to this Agreement. Consultant shall indemnify and hold the Authority harmless pursuant to the indemnification provisions of this

Agreement for any breach of this Section. Any use or reuse by the Authority of the Project Documents on any project other than this Project without employing the services of Consultant shall be at the Authority's own risk with respect to third parties. If the Authority uses or reuses the Project Documents on any project other than this Project, it shall remove Consultant's seal from the Project Documents and hold harmless Consultant and its officers, officials, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project.

19. Records

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor Consultant shall allow a representative of the Authority during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

20. Confidentiality

All Project Documents, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of the Authority, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant, which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use the Authority's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of the Authority.

21. Organization

Consultant shall assign Randy Durrenberger, PE as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the Authority.

22. Authority's Representative

The Authority hereby designates the, or his or her designee, to act as its representative for the performance of this Agreement (Authority's Representative). The Authority's Representative shall have the power to act on behalf of the Authority for all purposes under this Agreement. The Authority's Representative hereby designates Hisham Noeimi, Director or his or her designee, as the Authority's contact for the implementation of the Services hereunder. Consultant shall not accept direction or orders from any person other than the Authority's Representative or his or her designee.

23. Limitation of Agreement

This Agreement is limited to and includes only the work included in the Project described above.

24. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

AUTHORITY:

Contra Costa Transportation Authority
2999 Oak Road, Suite 100
Walnut Creek, CA 94597
Attn: Hisham Noeimi, Director, Programming

CONSULTANT:

Kimley-Horn and Associates, Inc.
4637 Chabot Drive, Suite 300
Pleasanton, CA 94588
Attn: Randy Durrenberger, P.E.

and shall be effective upon receipt thereof.

25. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.

26. Equal Opportunity Employment

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to

initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

27. Labor Certification

By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

28. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of the Parties as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person, which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

29. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

30. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the Authority. Any attempted assignment without such consent shall be invalid and void.

31. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

32. Time of Essence

Time is of the essence for each and every provision of this Agreement.

33. Authority's Right to Employ Other Consultants

The Authority reserves its right to employ other consultants in connection with this Project or other projects.

34. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Authority shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of the Authority, during the term of his or her service with the Authority, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

35. Paper Waste Reduction Policy

Consultant shall utilize double-sided printing and recycled paper for all Project Documents, notices and correspondence placed on standard Letter sized paper (ANSI A - 8.5"x11") or equivalent whenever practicable. Consultant shall endeavor to utilize electronic correspondence in the performance of the Services, the Project and this Agreement except where written notice is expressly required under the terms of this Agreement in which case Consultant shall comply with the notice requirements set forth above.

36. Cyber Insurance

Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts agreed upon by the Authority, Cyber Liability Insurance, in a form and with insurance companies acceptable to the Authority. The Cyber Insurance Liability will name the Authority as an additional insured. Cyber Insurance will include, but not be limited to, data breach protection, identity recovery protection and cyber protection. Coverage shall include the following (not an all-inclusive list):

1. Legal services to help you meet state and federal regulations.
2. Notification expenses to alert affected customers that their personal information was compromised.
3. Restoring personal identities of affected customers.
4. Recovering compromised data.
5. Extortion paid to recover locked files in a ransomware attack.
6. Lost income from a network outage.
7. Lawsuits related to customer or employee privacy and security.
8. Repairing damaged computer systems.
9. Regulatory fines from state and federal agencies.

Consultant will provide to the Authority proof of Cyber Insurance Liability in the amount agreed upon by the Authority prior to any work starting by Consultant.

[Signatures on Next Page]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT NO. 683
BETWEEN THE CONTRA COSTA TRANSPORTATION AUTHORITY
AND
KIMLEY-HORN AND ASSOCIATES, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Agreement No. 683 as the 21st day of February, 2024.

CONTRA COSTA TRANSPORTATION
AUTHORITY

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
Federal Glover
Chair

By: _____
Randy Durrenberger, P.E.
Project Manager

ATTEST:

By: _____
Tarienne Grover
Clerk of the Board

APPROVED AS TO FORM AND LEGALITY:

By: _____
Fennemore Wendel
Authority Counsel

EXHIBIT "A"

SCOPE OF SERVICES

PHASE 1: PRELIMINARY ENGINEERING AND ENVIRONMENTAL CLEARANCE

TASK 1 – PROJECT MANAGEMENT – PHASE 1

Consultant will provide management and administration to effectively coordinate and facilitate meetings, manage the scope, cost, and schedule for Phase 1 of the Project. This is based on completion of Task 1 by June 30, 2024. This may include but is not limited to the following activities and deliverables identified below, up to the agreed-upon budget.

TASK 1.1 – COORDINATION AND MEETINGS

- Coordinate with Authority's Project Manager and staff for the duration of the Project. Provide a single point of contact to Authority.
- Schedule and lead the following meetings including preparation of agenda, meeting notes, presentation materials, and action item logs:
 - Kick-off meeting with Authority and staff to discuss and prioritize project objectives, discuss stakeholder input, and outline an approach to deliver the Project.
 - Regular meetings with Authority's Project Manager and staff to review progress and contract and technical issues. Assume ten (10) meetings.
 - Focus meetings to resolve specific issues, comments or reach consensus on issues. Assume two (2) meetings.
 - Coordination meeting with Authority's TBOS Stakeholder Working Group (SWG).
 - Concept of Operations Focus Meeting – Present, discuss, and solicit input on the preliminary layout configurations, operational scenarios, and proposed technologies.
 - Up to four (4) coordination meetings with Authority and American Automobile Association (AAA) to discuss GoMentum regulatory and permit requirements and review of proposed improvements for the Project.

TASK 1.2 – MANAGEMENT & ADMINISTRATION

- Prepare and submit monthly progress reports and invoices in conformance with Authority requirements.
- Coordinate in-house design staff to assure free and timely flow of information for each task activity.
- Adhere to federal, state, and local regulations, guidelines, and any other requirements.
- Manage budgets and contract costs.
- Develop and maintain a Project Management Plan including a Risk Management Plan, Quality Management Plan, Project Communication Plan, and Project Delivery Schedule (using Microsoft Project) updated as necessary.
- Maintain Project files in Authority's e-Builder software, in accordance with the Innovate 680 filing structure.

Task 1 Deliverables:

- Meeting agenda, materials, and notes
- Monthly invoices and progress reports
- Detailed MS Project Schedule
- Project Management Plan

TASK 2 – CONCEPT OF OPERATIONS

TASK 2.1 – DATA COLLECTION & REVIEW

Consultant will collect existing information to support the development of multiple deliverables in the Project delivery process. This may include but is not limited to the following identified below.

- Coordinate with Authority and AAA to conduct site investigations at GoMentum. Assume two (2) site visits during Phase 1.
- Coordinate with Authority and AAA to obtain existing aerial photography, records, and reports including regulatory requirements, procedures, and as-builts for the existing conditions at GoMentum.
- Conduct site visits to assess existing conditions and constraints.

- Obtain ortho-rectified aerial imagery for use as a base map for the design phase.

Task 2.1 Deliverables:

- Log of existing records, reports, and data collected
- Aerial Imagery

TASK 2.2 – CONCEPT OF OPERATIONS

Consultant will prepare a Concept of Operations (ConOps) for the planned operational scenarios and the testing requirements for the Project. The ConOps will document the proposed lane configurations, locations, operational scenarios, and technology to test and refine with input received at the TBOS SWG focus group meeting identified in Task 1. The ConOps will include stakeholder inputs, roles and responsibilities, lane configurations, operational scenarios, testing and performance requirements, and a framework for operations at GoMentum, including how to replicate traffic conditions on I-680. Consultant will develop lane configurations for each scenario and then, in coordination with Authority and AAA, visit the facility and determine if implementation of these scenarios is feasible given the construction constraints at GoMentum.

The following lane configurations shall be the basis for consideration of the work but not limited to the following (labor budget assumes a maximum of four (4) scenarios will be considered):

- TBOS Lane Transition at One Lane On-Ramp
- TBOS Lane Transition at One Lane Off-Ramp
- TBOS Lane Transition at Two Lane Off-Ramp
- TBOS Lane Transition at Auxiliary Lane between One Lane On-Ramp and Off-Ramp

The following technologies shall be the basis for consideration of the work but not limited to the following (labor budget assumes a maximum of 5 technologies will be considered):

- Ramp Metering Transit Priority System
- Lane Departure Warning
- Blind Spot Warning
- Forward Collision Warning
- Lane Availability Indication
- Video Detection for Unauthorized Use of the TBOS Lane
- Video Enforcement
- Geofencing technology with software

Consultant will prepare a Draft ConOps and submit it to Authority for review and comment. Comments received on the Draft ConOps will be compiled into a comment resolution matrix.

Comment responses will be reviewed with Authority prior to incorporation into the revised document. The Final ConOps and comment response matrix will be submitted to Authority for review and approval. Consultant will facilitate a comment resolution meeting to resolve comments from reviewers. Multiple submittals may be required based on comments received and the Consultant's approach to resolving comments with the reviewers up to available budget.

Task 2.2 Deliverables:

- Draft and Final ConOps
- Comment Response Matrix

TASK 3 – PRELIMINARY ENGINEERING

Consultant will compile relevant information from Tasks 2.1 and 2.2, Caltrans Highway Design Standards, BOS guidance, and previously developed projects to evaluate feasibility of proposed improvements and develop alternatives for construction at GoMentum. Consultant will develop layout drawings and typical sections that depict the proposed potential location of improvements, lane widths, shoulder widths, proposed striping, signage, and other pertinent details. Evaluate and refine the geometrics to develop configurations that meet the Project's objectives and recommendations from the ConOps to achieve a cost-effective set of alternatives to consider.

Consultant will provide recommendations and prioritization of the scenarios and technologies to be evaluated and tested at GoMentum. Consultant will leverage local and national experience along with lessons learned from other projects, established systems, and technologies to balance costs and physical constraints to best meet Authority's Project objectives. Proposed improvements will be limited to the existing paved surface areas at GoMentum. New impervious areas or disturbance of soil outside of the existing pavement limits will not be considered. Consultant will investigate all existing paved areas using aerial mapping to validate proposed site improvements and avoid conflicts with other on-going vehicle and technology testing at GoMentum. Consultant will conduct one site visit to physically validate the site feasibility.

Consultant will prepare a Draft and Final Alternatives Memorandum for Authority review. The memorandum will be utilized primarily by Authority for a decision of improvements to be constructed. The memorandum will consist of recommendations for build alternatives summarizing and including at minimum the following information:

- Location Map
- Geometric Layouts (~15% design)
- Typical Cross Sections

- Deviations of Caltrans Design Standards and Constraints
- Cost Estimate

The memorandum will include recommended alternatives based on the Project's budget, operational scenarios, input received from stakeholders, and the Project's objectives to assist Authority with confirmation of the preferred alternatives for construction. Consultant will revise the draft memorandum based on Authority's comments and document final decisions for selected alternatives to design and construct in the Final Alternatives Memorandum.

Consultant will prepare a plan submittal package for the proposed improvements and submit to AAA for review and comment. AAA will facilitate a plan submittal to the U.S. Navy for concurrence of the proposed site improvements. It is anticipated to take six (6) to nine (9) months for the U.S. Navy concurrence after submission.

Task 3 Deliverables:

- Draft and Final Alternatives Memorandum
- Comment Response Matrix
- Draft and Final AAA Plan Submittal

TASK 4 – ENVIRONMENTAL CLEARANCE

Consultant will prepare environmental documentation, as described in the assumptions below, to obtain California Environmental Quality Act (CEQA) clearance for the Project. It is anticipated that the Project's environmental clearance will qualify for a Categorical Exemption (CE) under the CEQA. It is assumed that the CE will be supported by technical memorandums describing no impacts. Consultant will coordinate with Caltrans to present the technical memorandums that will be prepared for the environmental clearance and to comply with the Transit and Intercity Rail Capital Program funding requirements. We anticipate the following technical memorandums will be prepared:

- Air Quality/Greenhouse Gas (qualitative only)
- Noise (qualitative only)
- Cultural (records search and brief evaluation)
- CE Memorandum (explaining eligibility for clearance)

Consultant will comply with requirements established under the U.S. Fish and Wildlife 2018 Biological Opinion (BO) for the GoMentum site. It is expected that no further biological documentation will be required. Consultant will prepare and file a Notice of Exemption (NOE) with the State Clearinghouse on Authority's behalf.

Task 4 Environmental Assumptions:

- No ground disturbance for any work.
- Authority will be the CEQA lead with no other reviews on technical studies.
- No National Environmental Policy Act/Federal Highway Administration reviews are required.
- Technical studies will consist of brief, qualitative-only memorandums for Air Quality/GHG, Noise, and Cultural Resources.
- NOE will include a brief memo explaining eligibility for CEQA CE clearance.
- Consultant will meet with Caltrans Local Assistance Environmental staff to provide transparency about tech memo findings. Caltrans will not require review or revisions is assumed.
- Scope assumes no significant environmental impacts. Any impacts that require additional research or documentation will require additional scope and budget.

Task 4 Deliverables:

- Draft and Final Environmental Technical Studies
- NOE

PHASE 2: FINAL DESIGN, CONSTRUCTION, AND OPERATIONS

TASK 5 – PROJECT MANAGEMENT – PHASE 2

Consultant will provide management and administration to effectively coordinate and facilitate meetings, manage the scope, cost, and schedule for Phase 2 of the Project. The Phase 2 level of effort is based on an assumed schedule duration of thirty (30) months; to be revisited and adjusted at the end of Phase 1. This may include but is not limited to the following activities and deliverables identified below, up to the agreed-upon budget.

TASK 5.1 – COORDINATION AND MEETINGS

- Coordinate with Authority’s Project Manager and staff for the duration of the Project. Provide a single point of contact to Authority.
- Schedule and lead the following meetings including preparation of agenda, meeting notes, presentation materials and action item logs:

- Regular meetings with Authority’s Project Manager and staff to review progress and contract and technical issues. Assume twenty-eight (28) meetings.
- Focus meetings to resolve specific issues, comments or reach consensus on issues. Assume 3 meetings.
- Coordination meeting (assume 1 meeting) with Authority’s TBOS SWG
 - Operations Focus Meeting – Present, discuss, and solicit input on the standard operating procedures, agency roles and responsibilities for operations, evaluation plan, and required agreements.
- Up to two (2) coordination meetings with Authority and AAA to discuss GoMentum construction and operations activities.

TASK 5.2 – MANAGEMENT & ADMINISTRATION

- Prepare and submit monthly progress reports and invoices in conformance with Authority requirements.
- Coordinate in-house design staff to assure free and timely flow of information for each task activity.
- Adhere to federal, state, and local regulations, guidelines, and any other requirements.
- Manage budgets and contract costs.
- Maintain the Project Management Plan including a Risk Management Plan, Quality Management Plan, Project Communication Plan, and Project Delivery Schedule (using Microsoft Project) updated as necessary.
- Maintain Project files in Authority’s e-Builder software, in accordance with the Innovate 680 filing structure.

Task 5 Deliverables:

- Meeting agenda, materials, and notes
- Monthly invoices and progress reports
- Detailed MS Project Schedule
- Project Management Plan

TASK 6 – FINAL DESIGN AND PERMITS

TASK 6.1 – CONSTRUCTION CONTRACT DOCUMENTS

Based on the final recommendations from the Alternatives Memorandum and the AAA Plan package, Consultant will prepare one Draft and Final Plans, Specifications, and Estimate (PS&E) package and submit for Authority review and approval. Consultant will review and update language in Authority's General Provisions and prepare Special Provisions for construction. The Draft PS&E submittal will be a complete set of documents, so a focused review can be done by Authority's. Topographic field surveys are not anticipated for this project. An additional site visit will be conducted to validate final design constructability, as supported within the agreed-upon budget.

Consultant will compile Draft PS&E review comments and conduct a comment resolution meeting, if required, to resolve comments. It is anticipated that the Final PS&E Submittal will be the last coordinated, thoroughly reviewed, and finalized set of contract documents that would be acceptable for Authority approval. We will discuss comments and proposed resolution with the reviewers prior to the Final PS&E Submittal to streamline comment resolution. The Final PS&E submittal will include all plans in PDF format, general/special provisions, engineer's estimate, and other documentation required by AAA for planned construction activities at GoMentum. Coordinate with Authority for AAA approval of the construction activities. Any additional requirements for a new GoMentum site facilitator are not anticipated in this scope or budget.

The Final PS&E Submittal will be used as the Bid Ready PS&E Contract Documents to support Authority's construction contractor procurement process.

Task 6.1 Design Assumptions:

- Level of effort assumes 4 scenarios will be evaluated and designed.
- Only Draft and Final PS&E submittals are budgeted.
- No extended Caltrans review process.
- No survey anticipated.
- Design plans and specs will primarily focus on striping and pavement design, as well as placement of technology/equipment on trailers.
- Caltrans will not require full design details.
- Owner-furnished items to be determined during design phase. Budgets will be adjusted if necessary.

Task 6.1 Deliverables

- Draft PS&E Package
- Draft PS&E Comment Response Matrix
- Final PS&E (Bid Ready Contract Documents)

TASK 6.2 – PERMITS

Consultant will prepare and submit any necessary regulatory permit applications and coordinate with regulatory agencies on permit requirements and expectations. Construction permits shall be obtained through AAA for the construction phase of the Project.

Permit fee placeholder of \$2,000 is included to cover required permit fees. Assume only AAA and Navy.

Task 6.2 Deliverables:

- Construction Permit
- Regulatory Permits, if needed

TASK 7 – DESIGN SUPPORT DURING CONSTRUCTION (DSDC)

TASK 7.1 – ADVERTISING AND BID SUPPORT

Consultant will assist Authority staff during the Advertising and Bidding of the Project, including but not limited to the following up to the agreed-upon budget:

- Prepare contract addenda as necessary.
- Submit all permits and Resident Engineer File information items to Authority and their designated Resident Engineer and/or Construction Management team for review.
- Provide updates requested by Authority during the advertisement period.
- Answer any specific bidder inquiries from contractors.
- Review and evaluate bids.
- Prepare a Conformed Set of Plans that incorporates addenda, if needed.

TASK 7.2 – DESIGN SUPPORT DURING CONSTRUCTION

Consultant will assist Authority staff, as needed, with design support during construction, including but not limited to the following up to the agreed-upon budget:

- Attend construction meetings and site visits.
- Respond to Requests for Information (RFI).
- Develop, review, and approve Construction Change Orders.

Task 7 Deliverables:

- Responses to Bid Inquiries
- Contract Addenda
- Conformed Plan Set
- Responses to RFIs

TASK 8 – OPERATIONS AND EVALUATION

Prior to initiating effort on Task 8, Consultant will review this scope of work with Authority and staff representatives to refine elements of the scope and budget to align with expectations at that time. It is assumed that additional budget may be available if needed and agreed-upon by Authority and Consultant.

TASK 8.1 – STANDARD OPERATING PROCEDURES (SOPS)

Consultant will prepare a set of standard operating procedures (SOPs) for the GoMentum TBOS facility that will be used during the operations of the Project. The procedures will include how the proposed improvements at the site will be utilized for testing and training purposes, including configuration and maintenance. The Draft SOPs will be revised per review comments and input received at the TBOS SWG focus meeting identified in Task 5. Consultant will prepare the Final SOPs and submit to Authority and AAA (or new/interim site coordination agency) for approval. This task does not include training or presentations conveying SOPs.

Task 8.1 Deliverables:

- Draft and Final SOPs
- Comment Response Matrix

TASK 8.2 – EVALUATION PLAN

Consultant will prepare an Evaluation Plan for the GoMentum TBOS testing and training activities for the operations of the Project. The plan will include performance measures, evaluation processes, and criteria to evaluate the testing scenarios and inform training and stakeholders on the adequacy of the configurations and technology in the GoMentum Station environment. Consultant will submit a draft to Authority and the TBOS SWG to obtain input and feedback from the various agencies participating in the operations at the site. The Draft Evaluation Plan will be revised per review comments. Consultant will prepare the Final Evaluation Plan and submit it to Authority for approval.

This task does not include conducting the evaluation nor developing performance measures associated with I-680 operations.

Task 8.2 Deliverables:

- Draft and Final Evaluation Plan
- Comment Response Matrix

TASK 8.3 – TRAINING GUIDANCE

Consultant will prepare an operator training framework manual informed by the operations phase of the Project, lessons learned during testing, and other TBOS best practices. Consultant will use experiences from other similar facilities and current Caltrans guidance to identify a training process and protocols that could be used for the I-680 TBOS Project. This task does not include conducting operator training or train-the-trainer sessions.

Task 8.3 Deliverables:

- Draft and Final Training Manual
- Comment Response Matrix

TASK 8.4 – AGREEMENTS

Consultant will assist Authority with procurements, vendor agreements, and agreements with agencies participating in the operations of the Project, as necessary. Authority will lead the preparation of these documents and Consultant will provide review and input. Sixty-four (64) hours for this effort is assumed.

Task 8.4 Deliverables:

- Draft and Final Agreements (assume 2 agreements)
- Comment Response Matrix

TASK 8.5 – SUPPORT DURING OPERATIONS

Consultant will assist Authority staff during operations of the Project (assume 12-month duration), including but not limited to the following up to the agreed-upon budget of approximately 24 hours per month:

- Collecting input and data from the operations and testing activities.
- Coordination with participating stakeholders.
- Prepare a draft and final performance memorandum, documenting the testing, evaluation and input received during the operations phase.

OTHER ASSUMPTIONS

- No escalation in Phase 1 since work will be completed by June 30, 2024.
- Phase 2 Escalation of 4.4% is based on currently published CPI at mid-year.
- Escalation will be applied as of July 1 of each year, starting with July 1, 2024.

EXHIBIT "B"

SCHEDULE OF CHARGES/PAYMENTS

CONTRA COSTA TRANSPORTATION AUTHORITY
Transit Bus on Shoulder (TBOs) Testing & Training at GoMentum Station

		Kimley-Horn and Associates, Inc.							TOTAL HOURS	TOTAL COST	
Category/Title	Direct Rate	Sr. Professional III	Sr. Professional II	Sr. Professional I	Professional II	Professional I	Analyst II	Analyst I			Project Support
	Billing Rate	\$126.06	\$105.38	\$92.95	\$73.97	\$54.52	\$49.13	\$43.93			\$43.27
191.24%	Overhead%										
190.79%	Overhead% w/o FCCM										
10%	Fee%	\$403.79	\$337.55	\$297.74	\$236.94	\$174.64	\$157.37	\$140.72	\$138.60		
PHASE 1: PRELIMINARY ENGINEERING AND ENVIRONMENTAL SERVICES											
Task 1	Project Management - Phase 1	54				18			12	84	\$ 26,811.59
1.1	Coordination and Meetings (18 mtgs)	36				18				54	\$ 17,680.07
1.2	Management and Administration (6 months)	18							12	30	\$ 8,931.52
Task 2	Concept of Operations	20	32	4	4	40	32		8	140	\$ 34,146.52
2.1	Data Collection and Review	4			4	8				16	\$ 3,960.04
2.2	Concept of Operations	16	32	4		32	32		8	124	\$ 30,186.48
Task 3	Preliminary Engineering	14		6	38	50	50		4	162	\$ 33,598.20
3.1a	Draft Alternatives Memo	6		4	32	24	24		2	92	\$ 19,441.25
3.1b	Final Alternatives Memo	6		2	4	18	18		2	50	\$ 10,219.39
3.1c	Comment Response Matrix	2			2	8	8			20	\$ 3,937.55
Task 4	Environmental Clearance	7			48	44	19	48	8	172	\$ 32,283.14
4.1	Draft Environmental Technical Studies	4			26	28	10	30	4	102	\$ 19,015.10
4.2	Final Environmental Technical Studies	2			16	16	9	16	4	63	\$ 11,615.06
4.3	File NOE	1			4			2		7	\$ 1,632.99
PHASE 1 TOTAL HOURS		95	32	10	88	152	101	48	32	558	
Phase 1 Subtotal Labor		\$38,360.44	\$10,801.87	\$2,977.37	\$20,850.72	\$26,544.96	\$15,894.85	\$9,754.37	\$4,435.27		\$ 126,819.44
Phase 1 Other Direct Costs											\$ 400.00
Travel/Mileage											\$ 400.00
PHASE 1 TOTAL COST											\$ 127,019.44
PHASE 2: FINAL DESIGN, CONSTRUCTION, AND OPERATIONS											
Task 5	Project Management - Phase 2	188				34			30	252	\$ 86,009.05
5.1	Coordination and Meetings (40 mtgs)	68				34				102	\$ 33,395.69
5.2	Management and Administration (36 months)	120							30	150	\$ 52,613.36
Task 6	Final Design and Permits (6 months)	48		50	140	180	180		8	606	\$ 128,311.27
6.1	Construction Contract Documents	40		50	140	140	180		8	558	\$ 118,095.40
6.2	Permits	8				40				48	\$ 10,215.87
Task 7	Design Support During Construction (6 months)	80			100		80			260	\$ 88,587.34
7.1	Advertising and Bid Support	40			40		40			120	\$ 31,924.27
7.2	Design Support During Construction (6 months)	40			60		40			140	\$ 36,663.07
Task 8	Operations and Evaluation	152	44	124	300		60		24	704	\$ 198,999.13
8.1	Standard Operating Procedures	30		30	60				8	128	\$ 36,371.13
8.2	Evaluation Plan	24	20	24	40				4	112	\$ 33,619.79
8.3	Training Guidance	20	24	20	40				8	112	\$ 32,718.28
8.4	Agreements	30		30					4	64	\$ 21,600.33
8.5	Support During Operations (18 months)	48		20	160		60			288	\$ 72,689.61
PHASE 2 TOTAL HOURS		488	44	174	540	214	320		62	1822	
Phase 2 Subtotal Labor:		\$188,975.85	\$14,852.30	\$51,808.15	\$127,847.58	\$37,372.51	\$50,359.27		\$8,593.33		\$ 479,806.79
Phase 2 Other Direct Costs											\$ 3,000.00
Travel/Mileage											\$ 1,000.00
Permit Fees											\$ 2,000.00
Phase 2 Escalation (2.6% per yr based on CPI; 3 yrs)											\$ 28,878.27
PHASE 2 TOTAL COST:											\$ 509,583.06
TOTAL PROJECT COST FOR PHASE 1 & PHASE 2											\$ 636,602.50

EXHIBIT "B" – ATTACHMENT 1

SUMMARY TABLE OF CONSULTANT AND SUBCONSULTANTS

PRIMARY CONSULTANT***

CONSULTANT	SERVICES TO BE PERFORMED	Over \$100K	Less than \$100K	FAR Multiplier (Direct Labor and Overhead)	Fee*	Total Multiplier with Fee
Kimley-Horn and Associates, Inc.	Alternative Analysis Design	\$637,000	N/A	2.91	10%	3.2

SUBCONSULTANTS***

SUBCONSULTANTS	SERVICES TO BE PERFORMED	Over \$100K	Less than \$100K	FAR Multiplier (Direct Labor and Overhead)	Fee*	Total Multiplier with Fee

*Fee should not exceed ten percent (10%)

***See Attachment 2 for Consultant Rate Schedules

EXHIBIT "B" – ATTACHMENT 2

RATE SCHEDULES FOR CONSULTANT AND SUBCONSULTANTS

Consultant: Kimley-Horn and Associates, Inc.

Multiplier: 2.91

Fee: \$636,602.50

Multiplier with Fee: 3.2

CLASSIFICATION	BASE DIRECT SALARY RATES	MULTIPLIER WITH FEE	FULLY LOADED SALARY RATES (Min – Max)
Sr. Professional III	\$126.06	3.2	\$403.78
Sr. Professional II	\$105.38	3.2	\$337.55
Sr. Professional I	\$92.95	3.2	\$297.73
Professional II	\$73.97	3.2	\$236.94
Professional I	\$54.52	3.2	\$174.65
Analyst II	\$49.13	3.2	\$157.37
Analyst I	\$43.93	3.2	\$140.72
Project Support	\$43.27	3.2	\$138.60

Salary Ranges Effective through: December 31, 2024. Thereafter, the ranges may be adjusted annually in accordance with Section 2 of this Agreement.

EXHIBIT "B" – ATTACHMENT 3
SAMPLE INVOICE TRANSMITTAL LETTER

[PRINT ON COMPANY LETTERHEAD]

[insert date]

[insert first last name, title]

Contra Costa Transportation Authority
2999 Oak Road, Suite 100
Walnut Creek, CA 94597

RE: Project Name: [insert full project name, phase]
Project Number: [insert project number]
Agreement Number: [insert agreement number]
Sequential Number: [insert sequential number]
Invoice Number: [insert invoice number]
Invoice Amount: \$[insert dollar amount]

Dear [insert Mr./Ms. last name]:

Enclosed is invoice number [insert sequential number – invoice number] and supporting documents for review and approval of services performed from [insert start date] through [insert end date] in the amount of \$[insert dollar amount].

Highlights on overall project status are outlined in the attached “Monthly Progress Report”. There were no significant scope, schedule, or budget issues during this period.

If you have any questions, please don’t hesitate to contact us.

Sincerely,

[insert first last name, title]

CC: Accounts Payable
Administrative Staff

EXHIBIT "B" – ATTACHMENT 4
SAMPLE MONTHLY PROGRESS REPORT

MONTHLY PROGRESS REPORT
AUTHORITY AGREEMENT NO. XXXX

Calendar period covered by this invoice dates: XXXXXXXXXXXX through XXXXXXXXXXXX

PHASE XXX – PROJECT MANAGEMENT

Brief statement of progress to cover last month calendar period.

PHASE XXX – _____

Brief statement of progress to cover last month calendar period.

PHASE XXX – _____

Brief statement of progress to cover last month calendar period.

PHASE XXX – _____

Brief statement of progress to cover last month calendar period.

PHASE XXX – _____

Brief statement of progress to cover last month calendar period.

EXHIBIT "B" – ATTACHMENT 5
SAMPLE CONSULTANT INVOICE

INVOICE

REMITTANCE TO: COMPANY NAME
 COMPANY ADDRESS
 CITY, STATE ZIP
 Phone: xxx-xxx-xxxx Fax: xxx-xxx-xxxx

To: CCTA Project Manager
 Contra Costa Transportation Authority
 2999 Oak Road, Suite 100
 Walnut Creek, CA 94597

Date: XXXXX
 Authority Agreement No.: XXXXX/Task Order XX
 Authority PO No.: XXXX-XXX
 Sequential Billing No.: XXXXX
 Consultant's Internal Billing No.: XXXXX
 [Calendar period covered by this invoice]

PHASE 100 PROJECT MANAGEMENT

Task 001 General Project Management
Professional Personnel

	Hours	Rate	Amount
Staff I / Title	2.0	\$250.00	\$ 500.00
Staff II / Title	1.0	\$100.00	\$ 100.00
Totals	3.0		\$ 600.00

Total this Task \$600.00

Task 002 35% Design
Professional Personnel

	Hours	Rate	Amount
Staff III/ Title	10.00	\$200.00	\$ 2,000.00
Staff IV/ Title	1.0	\$150.00	\$ 150.00
Totals	11.00		\$ 2,150.00

Total this Task \$2,150.00

Total This Phase \$2,150.00

TOTAL THIS INVOICE \$2,750.00

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed: _____
 Title: _____
 Date: _____
 Invoice No.: _____
 Contact Phone: _____

EXHIBIT "B" – ATTACHMENT 6

SAMPLE BUDGET STATUS SUMMARY BY TASK

BUDGET STATUS SUMMARY BY TASK
 PROJECT NAME: XXXXXXXXXXXXXXXXXXXX
 AUTHORITY AGREEMENT NO. XXXXX
 AUTHORITY PURCHASE ORDER NO. XXXXX
 Calendar period covered by this invoice: xxxxxxxx through xxxxxxxx

Base Contract XXXXXXXXXXXX
 Additional work XXXXXXXXXXXX
 XXXXXXXXXXXX

Column A	B	C	D	E	F	G	H	I
					(D + E)	(B + C) - F	F/(B or C)	

PHASE NO.	TASK NO.	PHASE / TASK DESCRIPTION	Approved Budget	Amended Budget*	Amount Previously Invoiced	Amount of this Invoice	Total Invoiced to Date	Budget Remaining	Percent Expended (Actual)	Percent Complete (Qualitative)
100		PROJECT MANGEMENT								
	001	General Project Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	002	XXXXXXXXXX	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	003	XXXXXXXXXX	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	004	XXXXXXXXXX	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	005	XXXXXXXXXX	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
		SUBTOTAL PHASE 100								
XXX		XXXXXXXXXX								
	001		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	002		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	003		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	004		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	005		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
		SUBTOTAL PHASE XXX								
XXX		XXXXXXXXXX								
	001		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	002		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	003		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	004		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	005		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
		SUBTOTAL PHASE XXX								
XXX		XXXXXXXXXX								
	001		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	002		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	003		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	004		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	005		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
		SUBTOTAL PHASE XXX								
XXX		XXXXXXXXXX								
	001		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	002		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	003		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	004		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	005		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
		SUBTOTAL PHASE XXX								
		GRAND TOTALS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		

Notes:
 Column A: List task descriptions. Include all costs (prime, subconsultants, and other direct costs) in each tasks. Optional: show subtasks and subtotals for each task.
 Column B: Approved Budget from initial contract.
 Column C (Optional): Show this column if original contract budget has been amended. Use the most recently approved budget amounts, including extra work items, if applicable. Provide a footnote (*) listing the date of each sequential budget approval.
 Column D: Sum of all previous invoices.
 Column E: Amount of current invoice. Do not include past due amounts.
 Column F: Sum of previous invoices plus current invoice.
 Column G: Subtract Total Invoiced to Date from Approved Budget, or, if budget has been amended, subtract Total Invoiced to Date from Amended Budget.
 Column H: Total Invoiced to Date divided by the Approved Budget (or Amended Budget, if applicable). Show as a percentage.
 Column I: A qualitative measure of the percent complete by task.

EXHIBIT "B" – ATTACHMENT 7

SAMPLE RELEASE AND CERTIFICATE OF FINAL PAYMENT

Release and Certificate of Final Payment

With reference to Agreement No. [#] dated [insert date] (Agreement), and each and every amendment thereto, between [insert business/agency name], (Consultant) and Contra Costa Transportation Authority (Authority) for providing services pursuant to the Agreement in Contra Costa County, Consultant hereby certifies and represents that it has made full payment to all persons and entities of all costs, charges and expenses incurred by it or on its behalf for labor, services, equipment and materials supplied to Consultant by such persons and entities in connection with its performance of the work under said Agreement.

Consultant further certifies that to its best knowledge and belief, each of its subconsultants and suppliers has made full payment of all costs, charges and expenses incurred by it or on its behalf of work labor, services, materials and equipment supplied and/or used by it in connection with Consultant's work under said Agreement.

In consideration of the receipt, which receipt is hereby acknowledged, of an aggregate amount of \$[insert dollar amount] for all services performed pursuant to the Agreement, including the adjusting payment, Consultant hereby unconditionally and fully releases and forever discharges the Authority and its officers, employees, agents, premises and property from all claims, liens and obligations of every nature, presently known or unknown, arising out of or in connection with the performance of said Agreement and all amendments thereto. Consultant expressly waives all rights or benefits, which it now has, or in the future may have, under the terms of Section 1542 of the Civil Code of the State of California, which provides as follows:

A general release does not extend to claims, which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

As additional consideration for all payments mentioned, including the final adjusting payment, if any, Consultant shall continue to indemnify and hold harmless the Authority in accordance with Section 9, Exhibit A, "General Conditions," following receipt of such payments and termination of this Agreement.

Nothing contained in this Release and Certificate of Final Payment shall have any effect upon, nor be construed in any way to relieve Consultant of its obligations under the provisions of the above Agreement, as amended, which by their nature survive completion of the work including, without limitation, warranties, guaranties and indemnities.

Executed this [insert date].

[INSERT BUSINESS/AGENCY NAME]

By _____

Name _____

Title _____

EXHIBIT "C"

ACTIVITY SCHEDULE

Phase 1

Concept of Operations	4/15/24
Preliminary Engineering – Draft Alternatives Memo	5/8/24
Preliminary Engineering – Final Alternatives Memo	6/15/24
Draft Environmental Technical Studies	5/15/24
File NOE	7/1/24

Phase 2

Final Construction Contract Documents	11/8/24
Obtain Permits	12/15/24
Advertise for Construction	12/20/24
Complete Construction	7/15/25
Final Standard Operating Procedures	5/15/25
Final Evaluation Plan	5/8/25
Final Training Guidance	7/15/25
Final Agreements	9/8/25
Complete Support During Operations	1/17/27