

RESOLUTION NO. 2016-142

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING AGREEMENT BETWEEN CITY OF MARINA AND KIMLEY-HORN AND ASSOCIATES, INC. OF SALINAS, CALIFORNIA, TO PROVIDE ENGINEERING SERVICES FOR THE PROPOSED WIDENING OF IMJIN PARKWAY BETWEEN RESERVATION ROAD AND IMJIN ROAD, AUTHORIZE THE FINANCE DIRECTOR TO MAKE THE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, Imjin Parkway is a City of Marina General Plan major arterial that provides connection to existing and future developments both within the City and external to the City. Existing and future residential and business uses include Marina Heights, the Dunes, and Cypress Knolls. The Dunes shopping center is a major local and regional attraction within the City and as it develops further, it will attract even more local and regional customers. The CSUMB campus access from the north and the west is off Imjin Parkway via Imjin Road, Abrams Street, and 8th Street and 5th Avenue, all connecting directly or indirectly to Imjin Parkway. Imjin Parkway also connects the City to the region via State Route 1 (SR 1) and Reservation Road. SR 1 provides access to Monterey Bay and connects to the north to the San Francisco Bay area. Southward it connects to Seaside, Monterey and the Big Sur Coast. Reservation Road connects to Salinas and the Salinas Valley, and;

WHEREAS, State Route 68 (SR 68) is a congested Caltrans State Highway regional connector between Salinas and Monterey. The congestion on SR 68 has resulted in a shift in traffic from SR 68 to Reservation Road-Imjin Parkway-SR 1. In fact, regional traffic currently makes up the majority of traffic on Imjin Parkway during the AM and PM peak hours. The heaviest demand is from Salinas to SR 1 in the morning peak and then a reverse commute during the PM peak. Subsequently, congestion occurs at many pinch points along Imjin Parkway, currently mostly at intersections. But with increased traffic growth, both local and regional, capacity on the roadway segments will further decrease. Widening Imjin Parkway is thus not only a local priority, but also regional priority. The widening of Imjin Parkway and improvements at the SR 1/Imjin Parkway interchange are included in the Regional Transportation Plan and the Regional Traffic Impact Fee Program, and;

WHEREAS, the Transportation Agency for Monterey County (TAMC), in collaboration with the City of Marina is seeking Caltrans Statewide Transportation Improvement Program (STIP) funding to provide a much needed resource for the widening project. The project will widen the two-lane section of Imjin Parkway between Reservation Road and Imjin Road to four-lanes. The widening project is included in the current City Capital Improvement Program (CIP), and;

WHEREAS, the regional and local traffic demand warrants a collaborative approach, and the City has coordinated with TAMC to program funding for construction in the STIP for a concept layout of the roadway and intersections, including a cost estimate. This information is needed for the STIP grant application. The grant would be funded in 2017/18. The closing date for applications is November 22, 2013. The study will also determine the current and future split between local (Marina) traffic, and regional (cut through) traffic, which will further assist the City in requesting regional funds for further construction and maintenance of Imjin Parkway, and;

WHEREAS, in order for the Imjin Parkway widening project to be included on the STIP project list and eligible for funding, a Traffic Operations Study had to be completed by November 2013. The Traffic Operations Study estimated 2035 traffic volumes at study intersections and segments and determined the appropriate intersection geometry and roadway widths to accommodate future travel demands. The cross sections will include facilities for pedestrians, bicycles, transit, trucks and passenger cars, and;

WHEREAS, at the regular meeting of October 1, 2013, the City Council adopted Resolution No. 2013-142, accepting \$35,000 from TAMC for the Traffic Operations Study and Concept Design for Imjin Parkway between Imjin Road and Reservation Road. The study was conducted through a traffic engineering services contract with Kimley-Horn and Associates, Inc. of Salinas, California, and;

WHEREAS, on February 13, 2015, City and TAMC staff received an administrative report detailing the trigger analysis on Imjin Parkway to determine the project phasing of the parkway widening and intersection improvements. As summarized by the report, the intersections of Reservation Road, Preston Drive, Abrams Drive (East) and Marina Heights Drive will require improvements through widening of the roadway and roundabouts at the intersections with Preston Drive, Marina Heights Drive and Imjin Road, and;

WHEREAS, in November 2014, City staff submitted a request for Funding Allocation of State Transportation Improvement Program (STIP) funding for the widening of Imjin Parkway from 2 lanes to 4 lanes along with intersection improvements. In June, 2015, the City received approval and entered into a Federal Grant agreement for fully funded Preliminary Engineering of the project, and;

WHEREAS, on January 22, 2016, the City administered a Request for Proposal for Preliminary Engineering on the Imjin Parkway Widening Project, and;

WHEREAS, on February 29, 2016, the City received a proposal from Kimley-Horn and Associates, Inc. for the project. City staff engaged Caltrans Local Assistance to administer a Cost Effectiveness/Public Interest finding. On May 11, 2016, Caltrans approved the proposal from Kimley-Horn and Associates for a pre-award audit of the consultant and its Sub-Consultants, and;

WHEREAS, on July 22, 2016, Caltrans Audits and Investigations provided a letter of conformance with the Local Assistance Procedures Manual (LAPM) for the proposed contract agreement with Kimley-Horn & Associates, Inc. and the City of Marina, and;

WHEREAS, at this time, the City finds the auditing and investigation into the Consultant to be complete and the contract agreement ready for execution, and;

WHEREAS, the Contract for Preliminary Engineering, Right-of-way certification, Biological, Environmental and Cultural investigations, and Final Project Plans, Specifications and Estimates (PS&E) is \$2,173,521, and;

WHEREAS, consistent with Federal grant procedures, this grant will be reimbursed to the City and City funds will need to be advanced prior to reimbursement. As project costs will be 100% reimbursed, staff is proposing the use of PFIF to advance the payment of project costs. This project timeline is approximately three year, and PFIF will be restored by the grant funds. It is currently estimated that Fiscal Year 16/17 will expend approximately \$400,000, with the remainder to be expended through Fiscal Year 18/19. The current fiscal year budget has been approved with the necessary appropriations. Administering reimbursement with the grantor will be done on a quarterly basis or more frequently as deemed cost effective, and;

WHEREAS, should the City Council approve this request, the City Finance Director will make all necessary accounting and budgetary entries to facilitate an interfund loan from the City Public Facility Impact Fees (Roadway & Intersections) to CIP Account R46B (#401) Widening Imjin from Reservation Rd to Imjin Rd.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Marina does hereby:

1. Approve agreement between City of Marina and Kimley-Horn and Associates, Inc. of Salinas, California, to provide engineering services for the proposed widening of Imjin Parkway between Reservation Road and State Route 1 (SR 1);
2. Authorize the Finance Director to make the necessary accounting and budgetary entries
3. Authorize the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Marina, duly held on the 4th day of October 2016 by the following vote:

AYES: COUNCIL MEMBERS: Brown, Morton, Delgado

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: Amadeo, O'Connell

ABSTAIN: COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

EXHIBIT A

AGREEMENT FOR ENGINEERING SERVICES

FOR THE

IMJIN PARKWAY WIDENING PROJECT

TABLE OF CONTENTS

<u>Article</u>	<u>Subject</u>	<u>Page</u>
Article I	Introduction.....	2
Article II	Statement of Work.....	2
Article III	Consultant's Reports or Meetings.....	4
 <i>Mandatory Fiscal and Federal provisions:</i>		
Article IV	Performance Period.....	4
Article V	Allowable Costs and Payments.....	4
Article VI	Termination.....	8
Article VII	Cost Principles and Administrative Requirements.....	8
Article VIII	Retention of Records/Audit.....	9
Article IX	Audit Review Procedures.....	9
Article X	Subcontracting.....	10
Article XI	Equipment Purchase.....	11
Article XII	State Prevailing Wage Rates.....	11
Article XIII	Conflict of Interest.....	12
Article XIV	Rebates, Kickbacks or other Unlawful Consideration.....	12
Article XV	Prohibition of Expending Local Agency State or Federal Funds for Lobbying.....	12
Article XVI	Statement of Compliance.....	13
Article XVII	Debarment and Suspension Certification.....	14
 <i>Miscellaneous provisions:</i>		
Article XVIII	Funding Requirements.....	14
Article XIX	Change in Terms.....	14
Article XX	Disadvantaged Business Enterprises (DBE) Participation.....	15
Article XXI	Contingent Fee.....	16
Article XXII	Disputes.....	16
Article XXIII	Inspection of Work.....	16
Article XXIV	Safety.....	17
Article XXV	Insurance & Indemnity.....	17
Article XXVI	Ownership of Data.....	18
Article XXVII	Claims Filed by LOCAL AGENCY'S Construction Contractor.....	18
Article XXVIII	Confidentiality of Data.....	19
Article XXIX	National Labor Relations Board Certification.....	19
Article XXX	Evaluation of Consultant.....	19
Article XXXI	Retention of Funds.....	19
Article XXXII	Notification.....	21
Article XXXIII	Independent Contractor	
Article XXXIV	Severability	
Article XXXV	Successors and Assigns	
Article XXXVI	Contract.....	21
Article XXXVII	Signatures.....	21

ARTICLE I INTRODUCTION

A. This contract is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the “CONSULTANT” is as follows:
Kimley-Horn & Associates, Inc.

Incorporated in the State of California
The Project Manager for the “CONSULTANT” will be *John Pulliam, P.E.*
The name of the “LOCAL AGENCY” is as follows:

CITY OF MARINA

The Contract Administrator for LOCAL AGENCY will be Theresa Szymanis, Acting Community Development Director

- B. The work to be performed under this contract is described in Article II entitled Statement of Work and the approved CONSULTANT’s Cost Proposal dated (*DATE*). The approved CONSULTANT’s Cost Proposal is attached hereto (Attachment I) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- C. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of LOCAL AGENCY.
- D. Without the written consent of LOCAL AGENCY, this contract is not assignable by CONSULTANT either in whole or in part.
- E. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- F. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT’s expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II STATEMENT OF WORK

A. Consultant Services

The intended outcome is for the Consultant to perform topographic survey and preliminary engineering, to acquire the necessary NEPA and CEQA approvals, and upon approval of these documents, to provide the City with accurate design plans, specifications, and cost estimates (PS&E). The consultant shall perform professional and environmental services necessary to prepare all environmental documents, permit application packages, right of way maps showing the proposed right of way take and temporary construction easements, project reports, plans, specifications, and estimates.

ARTICLE III CONSULTANT’S REPORTS OR MEETINGS

A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the contract.

ARTICLE IV PERFORMANCE PERIOD

- A. This contract shall go into effect on (DATE), contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on (DATE), unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- B. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of \$2,173,521.00. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

CITY OF MARINA – COMMUNITY DEVELOPMENT DEPARTMENT

211 HILLCREST AVE., MARINA CA 93933

- H. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed \$2,173,521.00.
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by LOCAL AGENCY's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

- J. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE VI TERMINATION

- A. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- C. The maximum amount for which the Government shall be liable if this contract is terminated is Fifteen Thousand dollars.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE VIII RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.
- E. CONSULTANT Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.
 - 1. During a Caltrans' review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at a provisional ICR until a FAR compliant ICR {e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines} is received and approved by A&I. Provisional rates will be as follows:
 - a. If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
 - b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
 - c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.
 - 2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (60 months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.
4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of LOCAL GAENCY; and, (3) Caltrans has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICETO local agency no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE XI EQUIPMENT PURCHASE

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price.

If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

D. All subcontracts in excess \$25,000 shall contain the above provisions.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

ARTICLE XIII CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

ARTICLE XVI STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

- D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

ARTICLE XVIII FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE XIX CHANGE IN TERMS

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This contract is subject to 49 CFR, Part 26 entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”. Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is 10%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-01), or in the Consultant Contract DBE Information (Exhibit 10-02) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as LOCAL AGENCY deems appropriate.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the, contract is commensurate with the work it is actually performing, and other relevant factors.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, “Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants” CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT’s authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory “Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants” is submitted to the Contract Administrator.

- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within 30 days.

ARTICLE XXI CONTINGENT FEE

CONSULTANT warrants, by execution of this contract that no person or selling 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 employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXII DISPUTES

If any dispute, other than with reference to an audit, arises between the parties as to proper interpretation or application of this Agreement, the parties shall first meet and confer in a good faith attempt to resolve the matter between themselves. Neither the pendency of a dispute, nor the commencement of mediation or arbitration or an action in court will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract. If the dispute is not resolved by meeting and conferring, the matter shall be submitted for formal mediation to a mediator selected mutually by the parties. The expenses of such mediation shall be shared equally between the parties. If the dispute is not or cannot be resolved by mediation, the parties may mutually agree (but only as to those issues of the matter not resolved by mediation) to submit their dispute to arbitration. Before commencement of the arbitration, the parties may elect to have the arbitration proceed on an informal basis; however, if the parties are unable so to agree, then the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be binding, unless within thirty days after issuance of the arbitrator's written decision, any party files an action in court. Venue and jurisdiction for any such action between the parties shall lie in the Superior Court for the County of Monterey.

ARTICLE XXIII INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XXIV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXV INSURANCE & INDEMNITY

- A. As a condition precedent to the effectiveness of this Agreement and without limiting CONSULTANT'S indemnification of the LOCAL AGENCY, CONSULTANT agrees to obtain and maintain in full force and effect at its own expense the insurance policies set forth in Exhibit "A" "Insurance" attached hereto and made a part hereof. CONSULTANT shall furnish the LOCAL AGENCY with original certificates of insurance, manually autographed in ink by a person authorized by that insurer to bind coverage on its behalf, along with copies of all required endorsements. All certificates and endorsements must be received and approved by the City before any work commences. All insurance policies shall be subject to approval by the LOCAL AGENCY as to form and content. Specifically, such insurance shall: (1) protect LOCAL AGENCY as an additional insured for commercial general and business auto liability; (2) provide LOCAL AGENCY at least thirty days written notice of cancellation, material reduction in coverage or reduction in limits and ten days written notice for non-payment of premium; and (3) be primary with respect to LOCAL AGENCY'S insurance program. CONSULTANT'S insurance is not expected to respond to claims that may arise from the acts or omissions of the LOCAL AGENCY.
- B. LOCAL AGENCY reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required herein by giving CONSULTANT ninety days advance written notice of such change. If such change should result in substantial additional cost of the CONSULTANT, LOCAL AGENCY agrees to negotiate additional compensation proportional to the increased benefit to LOCAL AGENCY.
- C. All required insurance must be submitted and approved the LOCAL AGENCY prior to the inception of any operations by CONSULTANT.
- D. The required coverage and limits are subject to availability on the open market at reasonable cost as determined by the LOCAL AGENCY. Non availability or non affordability must be documented by a letter from CONSULTANT'S insurance broker or agency indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each. Within the foregoing constraints, CONSULTANT'S failure to procure or maintain required insurance during the entire term of this Agreement shall constitute a material breach of this Agreement under which LOCAL AGENCY may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect LOCAL AGENCY'S interests and pay any and all premium in connection therewith and recover all monies so paid from CONSULTANT.
- E. By signing this Agreement, CONSULTANT hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provision of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Contract. Unless otherwise agreed, a waiver of subrogation in favor of the LOCAL AGENCY is required.
- F. To the fullest extent permitted by law, the CONSULTANT shall (1) immediately defend and (2) indemnify the LOCAL AGENCY, and its Council, officers, and employees from and against all liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The CONSULTANT'S obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT'S indemnification obligation shall be reduced in proportion to the established comparative liability.

- G. The duty to defend against the matters which CONSULTANT has agreed to defend an indemnified party is a separate and distinct obligation from CONSULTANT'S duty to indemnify. CONSULTANT shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the LOCAL AGENCY and its Council, officers, and employees, immediately upon tender to CONSULTANT of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than CONSULTANT are responsible for the claim does not relieve CONSULTANT from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if CONSULTANT asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, CONSULTANT may submit a claim to the LOCAL AUTHORITY for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.
- H. The review, acceptance or approval of the CONSULTANT'S work or work product by any indemnified party shall not affect, relieve or reduce the CONSULTANT'S indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

ARTICLE XXVI OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in LOCAL AGENCY; and no further agreement will be necessary to transfer ownership to LOCAL AGENCY. CONSULTANT shall furnish LOCAL AGENCY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by LOCAL AGENCY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by LOCAL AGENCY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY'S construction contractor relating to work performed by CONSULTANT'S personnel, and additional information or assistance from CONSULTANT'S personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than LOCAL AGENCY.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

ARTICLE XXXI RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- B. No retainage will be held by the Agency from progress payments due the prime consultant. Any retainage held by the prime consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed.

Federal law (49 CFR 26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

ARTICLE XXXII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and ad

dressed as follows:

CONSULTANT:

Kimley-Horn & Associates, Inc.
John Pulliam, Project Manager
6 Quail Run Circle, Suite 102
Salinas, CA 93907

LOCAL AGENCY:

CITY OF MARINA
Edrie Delos Santos, Contract Administrator
211 HILLCREST AVENUE
MARINA, CA 93933

ARTICLE XXXIII INDEPENDENT CONTRACTOR

The parties agree that CONSULTANT, its officers, employees and agents, if any, shall be independent contractors with regard to the providing of services under this Agreement, and that CONSULTANT'S employees or agents shall not be considered to be employees or agents of the LOCAL AGENCY for any purpose and will not be entitled to any of the benefits LOCAL AGENCY provides for its employees. LOCAL AGENCY shall make no deductions for payroll taxes or Social Security from amounts due CONSULTANT for work or services provided under this Agreement.

ARTICLE XXXIV SEVERABILITY

Should any provision or portion of this Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Agreement will continued as modified.

ARTICLE XXXV SUCCESSORS AND ASSIGNS

All of the terms, conditions and provisions of this Agreement shall apply to and bind the respective heirs, executor's, administrators, successors and assigns of the parties. Nothing in this paragraph is intended to affect the limitation on assignment.

ARTICLE XXXVI CONTRACT

The two parties to this contract, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. The parties agree that they are aware they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto,. This Agreement shall not be construed in favor or against either party by reason of the extent to which each party participated in the drafting of this Agreement. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below. CONSULTANT and LOCAL AGENCY have all requisite power and authority to execute and deliver and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective party.

ARTICLE XXXVII SIGNATURES

KIMLEY-HORN & ASSOCIATES, INC.

CITY OF MARINA

John Pulliam, Project Manager

Layne P. Long, City Manager

DATE:_____

Exhibit A - Insurance

CONSULTANT agrees to provide insurance in accordance with the requirements set forth herein. If CONSULTANT uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, CONSULTANT agrees to amend, supplement or endorse the existing coverage to do so. CONSULTANT shall furnish the LOCAL AGENCY with original certificates of insurance, manually autographed in ink by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the LOCAL AGENCY before any work commences. The LOCAL AGENCY reserves its right to require complete, certified copies of all required insurance policies at any time. The following coverage will be provided by CONSULTANT and maintained on behalf of the LOCAL AGENCY and in accordance with the requirements set forth herein.

Commercial General Liability (primary). Commercial general liability insurance covering CONSULTANT'S operations (and products where applicable) is required whenever the LOCAL AGENCY is at risk of third party claims which may arise out of CONSULTANT'S work or presence on LOCAL AGENCY'S premises. Contractual liability coverage is a required inclusion in this insurance.

Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88 or on an ISO or ACORD form providing coverage at least as broad as ISO form CG 00 01 10 01 and approved in advance by the LOCAL AGENCY. Total limits shall be no less than one million dollars (\$1,000,000) combined single limit per occurrence for all coverages. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate limit shall be two million dollars (\$2,000,000). CONSULTANT must give written notice to the LOCAL AGENCY of any pending claim, action or lawsuit which has or may diminish the aggregate. If any such claim or lawsuit exists, CONSULTANT shall be required, prior to commencing work under this Agreement, to restore the impaired aggregate or prove it has replacement insurance protection to the satisfaction of the LOCAL AGENCY.

LOCAL AGENCY, its Council, boards and commissions, officers, employees, agents and volunteers shall be added as additional insureds using ISO additional insured endorsement form CG 20 10 11 85 or forms CG 20 10 10 01 and CG 20 37 10 01. Coverage shall apply on a primary, non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the LOCAL AGENCY or any agent of LOCAL AGENCY. Coverage is not expected to respond to the claims which may arise from the acts or omissions of the LOCAL AGENCY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices.

Umbrella Liability Insurance. Umbrella liability insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage.

Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion and no contractor's limitation endorsement. Policies limits shall be not less than one million dollars (\$1,000,000) per occurrence and in the aggregate, above any limits required in the underlying policies shall have starting and ending dates concurrent with the underlying coverage.

Business Auto. Automobile liability insurance is required where vehicles are used in performing the work under this Agreement or where vehicles are driven off-road on LOCAL AGENCY premises, it is not required for simple commuting unless City is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

If automobile insurance is required for work under this Agreement, primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or on an ISO or ACORD form

providing coverage at least as broad as CA 00 01 10 01 approved by the LOCAL AGENCY. Coverage shall be endorsed to stated that the LOCAL AGENCY, its Council, boards and commissions, officers, employees, agents and volunteers shall be added as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the CONSULTANT or for which the CONSULTANT is responsible. Limits shall be no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage. Starting and ending dates shall be concurrent. If Contractor owns no autos, a non-owned auto endorsement to the commercial general liability policy described above is acceptable.

Workers' Compensation/Employers' Liability. Workers' Compensation and Employer's Liability insurance are not required for single-person contractors. However, under California law these coverages (or a copy of the State's Consent to Self-Insure) must be provided if CONSULTANT has any employees at any time during the period of this Agreement. Policy(s) shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employers' liability limits shall be no less than one million dollars (\$1,000,000) per accident or disease and shall be scheduled under any umbrella policy described above. Unless otherwise agreed, policy(s) shall be endorsed to waive any right of subrogation as respects the LOCAL AGENCY, its Council, boards and commissions, officers, employees, agents and volunteers.

Errors and Omissions/Professional Liability. Errors and Omissions or professional liability coverage appropriate to CONSULTANT'S profession, in a form and amount approved by the LOCAL AGENCY, is required as CONSULTANT is working as a licensed professional. CONSULTANT shall maintain such insurance for a period of five years following completion of the project. Such insurance shall be in an amount of not less than one million dollars (\$1,000,000) per claim and in annual aggregate. CONSULTANT shall maintain such insurance in place until the expiration of any warranty period of the Project.

CONSULTANT and LOCAL AGENCY further agree as follows:

a) This Exhibit supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.

b) Nothing contained in this Exhibit is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Exhibit are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.

c) All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to the LOCAL AGENCY or its operations limits the application of such insurance coverage.

d) Requirements of specific coverage features or limits contained in this Exhibit are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

e) For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or toward performance of this Agreement.

f) All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit CONSULTANT, CONSULTANT'S employees, or agents from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against the LOCAL AGENCY.

g) Unless otherwise approved by LOCAL AGENCY, CONSULTANT'S insurance shall be written by insurers authorized and admitted to do business in the State of California with a minimum "Best's" Insurance Guide Rating of "A:VII." Self-insurance will not be considered to comply with these insurance specifications.

h) In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, LOCAL AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by LOCAL AGENCY will be promptly reimbursed by CONSULTANT.

i) CONSULTANT agrees to provide evidence of the insurance required herein, satisfactory to LOCAL AGENCY, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional endorsement to CONSULTANT'S general liability and umbrella liability policies using ISO form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide at least thirty days written notice of cancellation, material reduction in coverage or reduction in limits and ten days written notice for non-payment of premium. CONSULTANT agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. CONSULTANT agrees to provide complete copies of policies to LOCAL AGENCY within ten days of LOCAL AGENCY'S request for said copies.

j) CONSULTANT shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

k) Any actual or alleged failure on the part of the LOCAL AGENCY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of LOCAL AGENCY or any additional insured, in this or any other regard.

l) CONSULTANT agrees to require all subcontractors or other parties hired for this Project to provide workers' compensation insurance as required herein and general liability insurance naming as additional insureds all parties to this Agreement. CONSULTANT agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. CONSULTANT agrees to require that no contract used by any subcontractor, or contracts CONSULTANT enters into on behalf of LOCAL AGENCY, will reserve the right to charge back to LOCAL AGENCY the cost of insurance required by this Agreement. CONSULTANT agrees that upon request, all agreements with subcontractors or others with whom CONSULTANT contracts with on behalf of LOCAL AGENCY, will be submitted to LOCAL AGENCY for review. CONSULTANT acknowledges that such contracts or agreements may require modification if the insurance requirements do not reflect the requirements herein. Failure of LOCAL AGENCY to request copies of such agreements will not impose any liability on LOCAL AGENCY, its Council, boards and commissions, officers, employees, agents and volunteers.

m) If CONSULTANT is a limited liability company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

n) CONSULTANT agrees to provide immediate notice to LOCAL AGENCY of any claim or loss against CONSULTANT that includes LOCAL AGENCY as a defendant. LOCAL AGENCY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the LOCAL AGENCY.

o) Coverage will not be limited to the specific location or individual entity designated as the address of the Project. CONSULTANT agrees to have its coverage endorsed so that all coverage limits required pursuant to this requirement are available separately for each and every location at which CONSULTANT conducts operations of any type on behalf of LOCAL AGENCY. CONSULTANT warrants that these limits will not be reduced or exhausted except for losses attributable to those specific locations and not by losses attributable to any other operations of CONSULTANT.

p) CONSULTANT agrees not to attempt to avoid its defense and indemnity obligations to LOCAL AGENCY, its Council, boards and commissions, officers, employees, agents and volunteers by using as a defense CONSULTANT'S statutory immunity under workers' compensation or similar statutes.

r) CONSULTANT agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross liability exclusions that preclude coverage for suits between CONSULTANT and LOCAL AGENCY or between LOCAL AGENCY and any other insured or Named Insured under the policy, or between LOCAL AGENCY and any party associated with LOCAL AGENCY or its employees.

s) CONSULTANT shall maintain commercial general liability, and if necessary, commercial umbrella liability insurance, with a limit of not less than one million dollars (\$1,000,000) each occurrence for at least three years following substantial completion of the work.

IMJIN PARKWAY WIDENING TRAFFIC REPORT

ADMINISTRATIVE DRAFT REPORT

PREPARED FOR:

CITY OF MARINA, CA

FEBRUARY 13, 2015

Kimley»»Horn

**6 Quail Run Circle, Suite 102
Salinas, CA 93907**

TABLE OF CONTENTS

1. Introduction And Study Objective	3
2. Study Purpose and Need	5
Background	5
Purpose and Need	5
3. Existing Conditions	6
Imjin Parkway	6
Study Limit Summary	6
Existing Counts and Observations	9
4. Alternatives Description	11
No Build	11
General Plan / “The Dunes” Specific Plan Build Alternative	11
Multimodal Build Alternative	11
5. Future Traffic Volumes	12
Traffic Forecasting Models and Counts	12
Traffic Forecasting Process	12
Review of AMBAG Model Network Assumptions	12
Review of 2010 AMBAG model growth between 2005 and 2035	12
Review of Past Traffic Studies that Are Relevant to the Corridor	13
Projection of 2012 peak-hour intersection volumes to 2035 & Balancing	13
6. Operations Analysis	16
Level of Service Methodology	16
Existing Conditions (2012) Operations Analysis Results	16
2035 Operations Analysis Results	17
2035 No Build	18
Build Scenario 1	18
Build Scenario 2	19
Build Scenario 3	20
Bus, Bicycle and Trail Access	20
7. Trigger Analysis / Project Phasing	21
8. Conclusion	24
9. Appendices	24

LIST OF TABLES

Table 1: Study Area Intersections 6
Table 2: Origin-Destination Data for Regional Traffic on Imjin Parkway 9
Table 3: Intersection Level of Service Criteria 16
Table 4: Existing (2013) Conditions Intersection Delay & LOS 17
Table 5: 2035 (No Build) Intersection Delay & LOS 18
Table 6: Scenario 1 Intersection Delay & LOS Results 19
Table 7: Scenario 2 Intersection Delay & LOS Results 19
Table 8: Scenario 3 Intersection Delay & LOS Results 20
Table 9: Trigger Analysis Summary 21
Table 10: Trigger Analysis Detail 22

LIST OF FIGURES

Figure 1: Project Study Area 7
Figure 2: Existing (2012) Intersection Traffic Control & Lane Geometry 8
Figure 3: Existing (2012) Intersection Turning Movement Volumes 10
Figure 4: Future (2035) Intersection Traffic Control & Lane Geometry 14
Figure 5: Future (2035) Intersection Turning Movements 15

1. INTRODUCTION AND STUDY OBJECTIVE

Imjin Parkway is a major arterial connecting State Route 1 (SR 1), a major coastal route and primary highway that serves the Monterey Peninsula, to Reservation Road, which provides connectivity to the City of Salinas. The road passes through developed and undeveloped urban areas within Marina. The road is also a primary connector between Salinas and the Monterey Peninsula. Its interregional significance is illustrated by the number of through trips that have no origin or destination within Marina. Imjin Road will provide local and regional access to approximately 3,000 unbuilt homes within Marina and the California State University at Monterey Bay (CSUMB) campus. This study will evaluate intersections along Imjin Parkway between Reservation Road and Second Avenue. The existing two-lane segment between Reservation Road and Imjin Road will be evaluated for widening to a multimodal four lane facility with a separate exclusive bus way facility, as identified in the FORA Plan. The existing four-lane segment between Imjin Road and SR 1, will be evaluated for conversion to a multimodal four lane facility with exclusive bus lanes in each direction to accommodate a future Bus Rapid Transit (BRT) service and a local bus service; both would be operated by Monterey Salinas Transit (MST). Between Second Avenue and SR 1, Imjin Parkway is ultimately planned to have three westbound lanes and four eastbound lanes. Imjin Parkway will remain as a limited access facility to maintain high mobility. Most intersections currently provide access to the neighboring residential and commercial areas, including CSUMB. The addition of future traffic will warrant the installation of signals at many of the intersections. This study recommends the installation of several roundabouts along the existing two lane facility as the roadway is widened. Both Class 2 and Class 1 bikeway facilities will be provided along this corridor. The Transportation Agency for Monterey County (TAMC) and the City of Marina have adopted a new Regional Multimodal Corridor which follows Imjin Parkway between Second Avenue and Reservation Road. The purpose of this Multimodal Corridor is to provide a regional connector between Marina and Salinas that would provide access for transit, pedestrians, bicycles and cars, whilst maintaining mobility for private motor vehicles. The City of Marina and TAMC is currently in the process of installing Class 2 bike lanes along the two lane section of Imjin Parkway. In addition to this report, concept layouts are also prepared based on the findings of the analysis.

The Imjin Parkway Widening Traffic Report identifies and evaluates potential improvements to intersections along Imjin Parkway. The report will provide trigger points for each improvement with regard to phasing and schedule of the project. In addition, the provision of the multimodal elements of the project can be implemented as the necessary funding becomes available. The near-term improvements identified are anticipated to be constructed between 2015 and 2017 while longer-term improvements are anticipated to be constructed between 2016 and 2035, as warranted. These improvements will address, in the near term, the existing operating deficiencies and as future traffic increases, provide improved multimodal capacity for local and regional travel.

The 2010 Regional Association of Monterey Area Governments (AMBAG) Travel Demand Model was utilized to develop forecast peak hour traffic volumes for the project. Turning movements at the intersections were extracted from the Dunes Specific Plan Environmental Impact Report (EIR) Traffic Analysis (previously known as the University Villages Specific Plan); It should be noted that since the Dunes EIR was compiled, regional growth forecasts indicates a general decline in growth and subsequently travel demand.

This report was commenced before the adoption of the new 2014 AMBAG Sustainable Community Strategy and the update of the 2014 AMBAG model.

The Imjin Parkway Widening Traffic Report summarizes Existing Conditions, the development of the future traffic forecasts, the evaluation of intersection improvements, the phasing of the improvements,

and layout and cost estimates of recommended intersection configurations. The report includes the following sections:

- 1.0 Introduction and Study Objective
- 2.0 Study Purpose and Need
- 3.0 Existing Conditions
- 4.0 Alternatives Description
- 5.0 Traffic Forecasts
- 6.0 Operations Analysis
- 7.0 Trigger Analysis / Project Phasing
- 8.0 Conclusion
- 9.0 Appendices

2. STUDY PURPOSE AND NEED

Background

Imjin Parkway is a major arterial roadway that provides access from SR 1 and Reservation Road to the City of Marina. It is also a major regional commute route between the City of Salinas and the Monterey Peninsula. As such, this roadway serves both local and regional traffic. There are major residential developments being proposed and currently under construction in close vicinity of Imjin Parkway, including commercial and residential uses in “The Dunes” development. Imjin Parkway also provides access to CSUMB from California Avenue/Fifth Avenue and from Imjin Road, both having access to Imjin Parkway. Future residential and commercial growth, as indicted in the County and City General Plans, will increase travel demand along the route. SR 68 operates at, and over capacity during the peak hours and unless SR 68 is improved, travel demand along Imjin Parkway will continue to increase. No widening is currently proposed on SR 68. Additional regional travel between the Salinas area and the coast will also occur along the proposed Eastside Parkway, and this two to four lane arterial is included in the AMBAG 2010 travel demand model, the basis for this analysis.

Purpose and Need

The City of Marina and TAMC have programmed funding for transportation improvements on Imjin Parkway. This traffic study will analyze the need for multimodal improvements to mitigate the expected development growth on opening day and the future growth identified in the AMBAG regional travel demand forecast model in a multifaceted manner. The currently anticipated operational improvements in the vicinity of Imjin Parkway are:

- Installation of new traffic signals at Imjin Parkway/SR 1 SB and NB ramp intersections and related geometric capacity and safety improvements
- Extension of Second Avenue from Imjin Parkway to Del Monte Boulevard.
- Installation of Class 2 bike lanes along the two lane section of Imjin Parkway.

This study will identify the improvements to the Imjin Parkway mainline and study intersections to accommodate 2035 travel demand as well as when each of the major improvements are needed to address local and interregional growth. The road will also be evaluated from a multimodal perspective and plan lines for a future multimodal facility developed. The multimodal component will include a Class 1 trail facility, Class 2 bike lanes, exclusive local service bus lanes and Bus Rapid Transit lanes and stops. This traffic report is an important step in identifying phased improvements and trigger points for the corridor as growth occurs.

3. EXISTING CONDITIONS

Imjin Parkway

Imjin Parkway is identified as a major arterial in the City of Marina General Plan. The road begins in the east at Reservation Road terminates at SR 1 in the west. Currently, Imjin Parkway is a two-lane undivided facility between Reservation Road and Imjin Road, and a four-lane divided facility between Imjin Road and SR 1. Controls include side-street STOP's and signals. In the City of Marina General Plan, it is planned to be widened to four-lanes between Reservation Road and Imjin Road and to six-lanes between Imjin Road and Second Avenue. Farther westwards, between Second Avenue and SR 1 it will be a seven lane facility. California Street currently provides access to the residential neighborhoods to the north and also to Reservation Road. To the south it provides access to CSUMB and the Fort Ord National Monument recreation area, and also existing and planned residential and commercial developments. Second Avenue connects to the City of Seaside. Imjin Parkway is currently used as a regional commute route, accommodating vehicles traveling between the Salinas area and the Monterey Peninsula. It should be noted that Imjin Parkway was initially designed to be an entrance to Camp Fort Ord and California State University Monterey Bay. The posted speed limit on Imjin Parkway is 45 miles per hour.

Study Limit Summary

This study focuses on the four-lane and two lane sections between Second Avenue and Reservation Road. The section between SR 1 and Second Avenue has been design to full ROW width and no additional widening is planned. The SR 1/ Imjin Parkway interchange ramp terminals will be signalized. The following are intersections analyzed in this study. Amongst the ten study intersections, Marina Heights and Abrams Drive (West) were not open to traffic, so these two intersections were excluded from existing condition analysis.

Table 1: Study Area Intersections

ID	Intersection	Traffic Control
1	Reservation Road / Imjin Parkway	Signal
2	Preston Road / Imjin Parkway	Signal
3	Abram Drive (East) / Imjin Parkway	Signal
4	Marina Heights / Imjin Parkway	N/A
5	Imjin Road / Imjin Parkway	Signal
6	Abram Drive (West) / Imjin Parkway	N/A
7	California Drive / Imjin Parkway	Signal
8	4th Avenue / Imjin Parkway	TWSC
9	3 rd Avenue / Imjin Parkway	TWSC
10	2 nd Avenue / Imjin Parkway	Signal

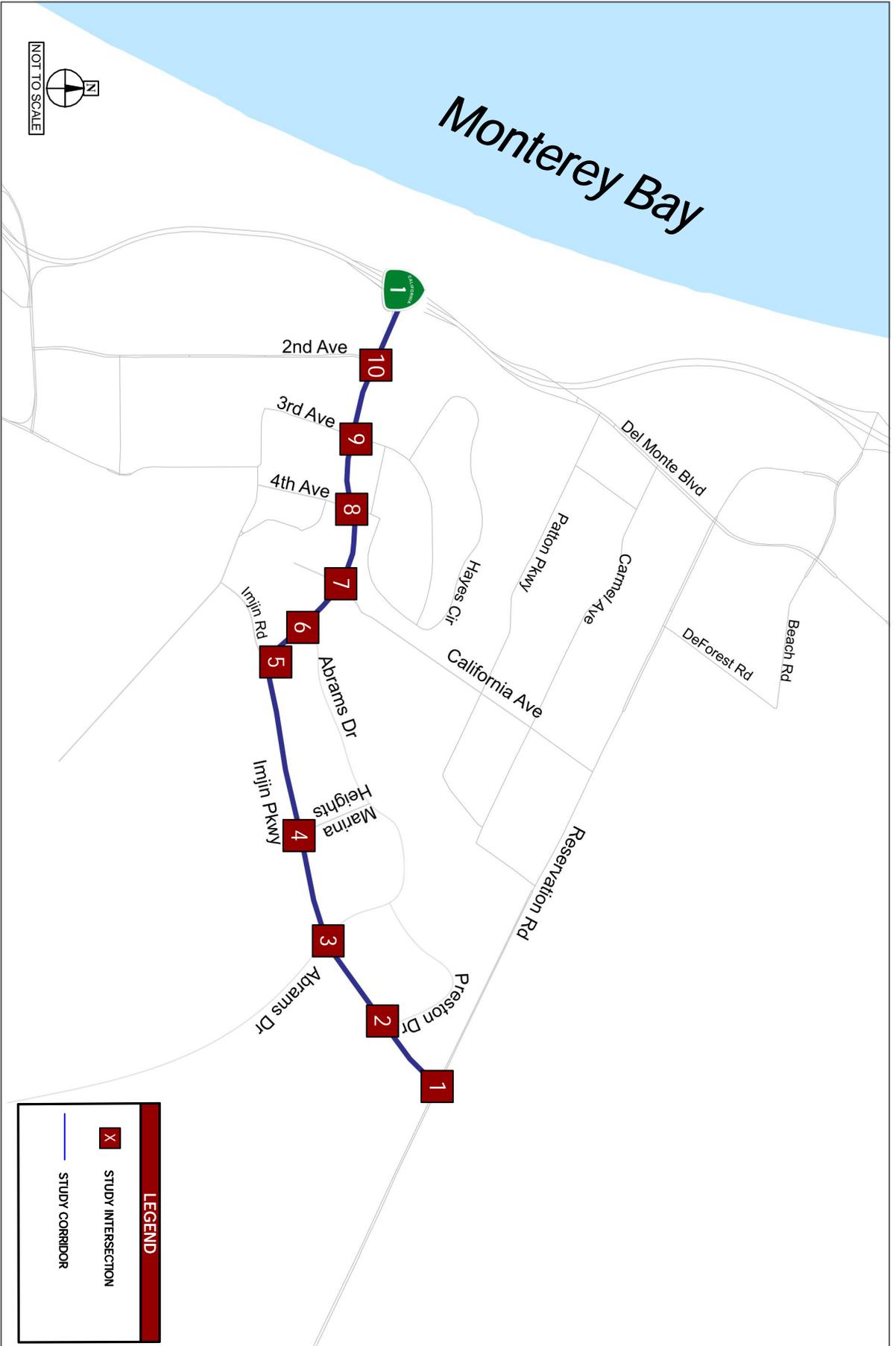
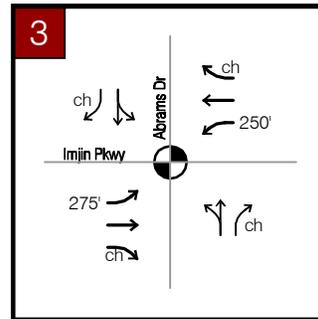
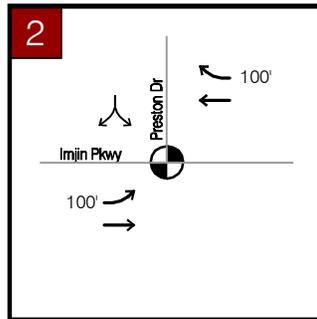
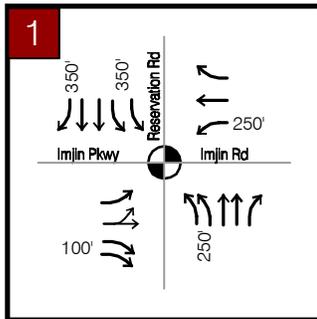
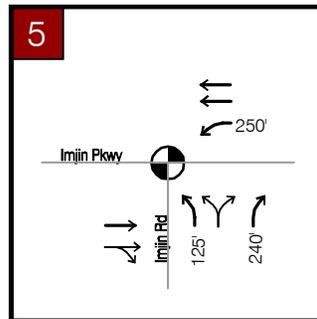


FIGURE 1
STUDY INTERSECTIONS



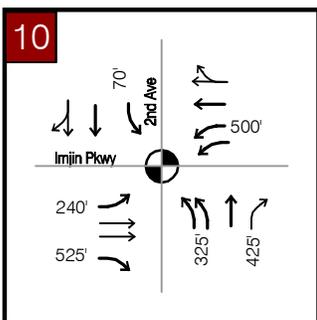
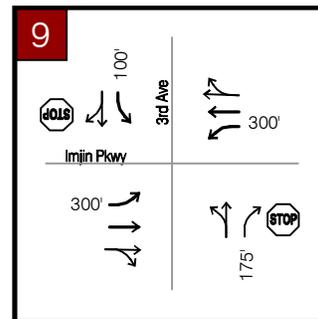
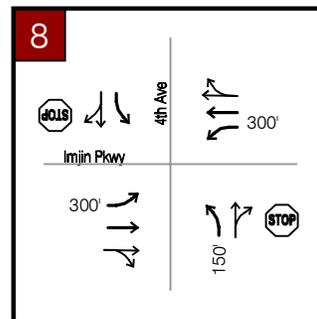
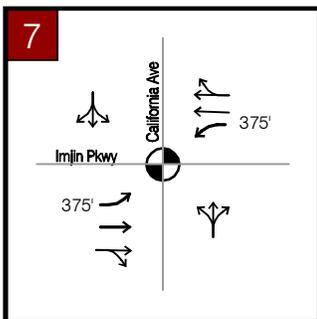
4

INTERSECTION
BUILT OUT IN
FUTURE
SCENARIO



6

INTERSECTION
BUILT OUT IN
FUTURE
SCENARIO



LEGEND

- STUDY INTERSECTION
- TRAFFIC SIGNAL
- STOP SIGN
- XX' STORAGE LENGTH (FEET)
- ch CHANNELIZED TURN

Existing Counts and Observations

Existing peak-hour traffic counts were collected for the study intersections in March and November of 2012. Due to the difference in the timeframe when counts were collected, a small degree of volume imbalance existed, so peak-volumes were manually balanced throughout the Imjin Parkway corridor. The unbalanced intersection peak-hour volumes are shown in **Appendix A**.

24-hour tube counts were also collected along Imjin Parkway at the following locations:

1. 1,000 ft east of Abrams Drive
2. 1,000 ft east of California Avenue
3. 250 ft east of Fourth Avenue
4. 250 ft east of Third Avenue

Raw intersection and tube count data are also attached in **Appendix A**.

Imjin Parkway carried a daily volume of 23,698 vehicles, as taken at the Preston Drive tube location, in 2013. Intersections at both ends of the study corridor (Reservation Road in the east and Second Avenue in the west) had the highest peak hour volumes while the California Drive / Imjin Parkway intersection also carried large traffic volumes, since it connects to the City in the north and also to SCUMB in the south. During an AM peak field visit, congestion and queuing was observed in the westbound direction between the intersections at Preston Drive and Reservation Road along Imjin Parkway. The queues extended as far back as the Reservation Road intersection. It was also observed that a number of westbound vehicles made a cut-through by taking a westbound-left-turn at the Third Avenue intersection during the AM peak to avoid the signal at the Second Avenue intersection.

The traffic counts indicate a typical peak hour factor ranging from .89 - .97 for the study intersections and higher traffic volumes occur in the westbound direction during the AM peak hour and in the eastbound direction in the PM peak hour.

An origin-destination study using the license-plate matching method was conducted to determine the extent of through traffic using Imjin Parkway as a commuting route to and from SR 1 and Reservation Road. The percentage of through traffic by direction is summarized in **Table 2** below.

Table 2: Origin-Destination Data for Regional Traffic on Imjin Parkway

Time	EB - From SR 1 NB To Reservation Rd EB	WB - From Reservation Rd	
		To SR 1 SB	To Imjin Rd SB
7 AM - 9 AM	56%	41%	12%
4 PM - 6 PM	46%	N/A	N/A

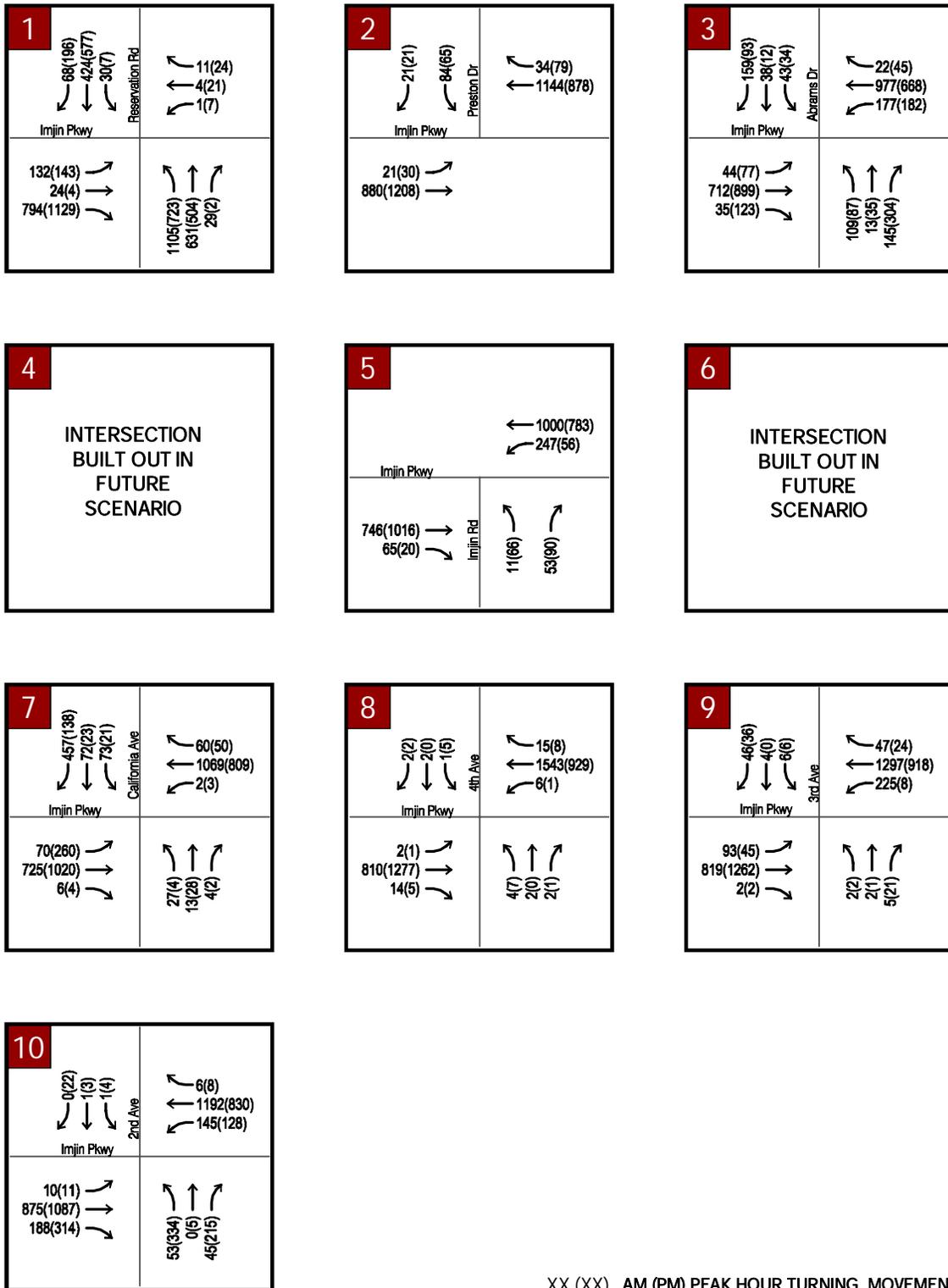


FIGURE 3
EXISTING (2012) CONDITIONS
INTERSECTION TURNING MOVEMENTS

4. ALTERNATIVES DESCRIPTION

Future Alternatives

The study evaluated different intersection configuration alternatives under 2035 and interim year volume conditions. Two “Build” scenarios and one “No Build” scenario are presented in this report. The “Build” scenarios provide analysis consistent with the City of Marina General Plan and the Dunes Specific Plan analysis. The proposed Project, which implements a multimodal component to the corridor, indicates the second Build scenario. Trigger analysis (when improvements are required to maintain acceptable operating conditions) and phasing of improvements for the Project scenario are evaluated. The following sections provide a description of the scenarios.

No Build

A “No Build” scenario was evaluated for 2035 volume conditions. With a “No Build” scenario, no improvements would be constructed and operations of the existing Imjin Parkway mainline and study intersections would degrade over time as traffic volumes continue to grow.

General Plan / “The Dunes” Specific Plan Build Alternative

This scenario evaluates the traffic operations along the corridor, utilizing the General Plan and the Dunes Specific Plan layouts, which include the construction of a four lane divided arterial between Imjin Road and Reservation Road with signalized control at the intersections, and the construction of a six lane divided facility with signalized control between Second Avenue and Imjin Road. The results of the intersection analysis are presented in the Operations Analysis section. Between Imjin Road and Reservation Road, an exclusive bus way is located on the south side of Imjin Road, per the Fort Ord Reuse Plan. Right-of-way has been identified for these improvements. The roadway will also include a Class II bicycle lanes and a Class I trail facility.

Multimodal Build Alternative

This scenario evaluates the traffic operations along the corridor, assuming the General Plan requirements for the construction of four lanes and the bus way between Imjin Road and Reservation Road, but evaluates the feasibility of maintaining the current four lane roadway between Second Avenue and Imjin Road for cars. Two additional outside lanes will be constructed, but be bus lanes for the use of local and a Bus Rapid Transit bus service. The roadway will also include a Class II bicycle lanes and a Class I trail facility. In addition, the installation of roundabouts, where future widening will occur, are analyzed. It should however be noted that the required right-of for the construction of the proposed roundabouts, bus stops, and trail facilities at Preston Drive and Imjin Road does not currently fall within the actual built roadway and additional right-of way will be acquired with widening Imjin Parkway..

5. FUTURE TRAFFIC VOLUMES

Traffic Forecasting Models and Counts

The following traffic forecasting model volumes and traffic counts were used in projecting the 2035 peak-hour intersection volumes

- The most current Association of Monterey Bay Area Governments (AMBAG) model was used for forecast 2035 traffic volumes along the Imjin Parkway between Reservation Road and Second Avenue.
- 2012 traffic counts for the Imjin Parkway study intersections were collected from the field.

Traffic Forecasting Process

The traffic forecasting process was conducted in the following major steps:

- Review of AMBAG model network assumptions
- Review of AMBAG model growth between 2005 and 2035
- Review of past traffic studies that are relevant to the corridor
- Projection of 2012 peak-hour intersection volumes to 2035
- Balancing of 2035 peak-hour intersection volumes throughout the corridor

The following sections summarize the traffic forecasting process.

Review of AMBAG Model Network Assumptions

Based upon recently approved and pending large development projects (i.e., Marina Station, Marina Heights, Dunes, California State University Monterey Bay (CSUMB), and several other projects) near the project area, a review of the land uses in the AMBAG model was conducted to verify that the land uses in the City of Marina were correctly coded.

The AMBAG model land use review indicated several concerns: 1) AMBAG 2035 forecasted model growth was not consistent with known specific plans with regard to the future volumes on side streets; 2) The AMBAG 2035 model did not project sufficient traffic growth on Second Avenue north of Imjin Parkway with the planned extension of Second Avenue.

Review of 2010 AMBAG model growth between 2005 and 2035

A Year 2035 model run was conducted with the General Plan land use and roadway network assumptions for the 2035 AMBAG model.

The following steps were conducted to extract the projected growth in the AMBAG model from Year 2005 to Year 2035:

- Step 1 - The model was executed with the 2035 roadway network assumptions and 2035 land use assumptions to determine the “raw” (i.e., unadjusted) daily demand forecasts for the study area.

- Step 2 - The AM and PM daily growth for each intersection approach / roadway segment was obtained by using the “difference” method formula:

$$\text{Model Growth (2005 to 2035)} = (\text{Year 2035 Model Roadway Segment Volume} - \text{Year 2005 Model Roadway Segment Volume})$$

Review of Past Traffic Studies that Are Relevant to the Corridor

A large number of studies have been conducted to evaluate land use and traffic impacts in the surrounding area of Imjin Parkway. It is vitally important to review the recommendations and projections from these studies to gain a better understanding of the pattern of future traffic growth along Imjin Parkway. In particular for some of the crossing streets along Imjin Parkway, the future traffic volumes projected from these studies were based on more specific land use information and as a result are more accurate than what was projected by the AMBAG model. The consultant has reviewed volumes on a case-by-case basis.

The following studies were reviewed to help validate the 2035 AMBAG model volumes and volume growth was adjusted as needed. The intersections focused in each study review were summarized below as well.

- *SR 1-Imjin Parkway Operational Improvements Options Report (Second Ave / Imjin Pkwy, SR 1 / Imjin Pkwy)*
- *AMCAL Multi-Housing Traffic Analysis Report (California Ave / Imjin Pkwy, Imjin Rd / Imjin Pkwy)*
- *The Dunes Illustrative Plan Map 2-3-2010 (Third Ave / Imjin Pkwy, Fourth Ave / Imjin Pkwy)*
- *Marina Heights Specific Plan (Marina Heights Main / Imjin Pkwy, Abrams Dr (both) / Imjin Pkwy, Preston Dr / Imjin Pkwy, Reservation Rd / Imjin Pkwy)*
- *Marina University Villages Traffic Impact Study (throughout the corridor)*

Projection of 2012 peak-hour intersection volumes to 2035 & Balancing

2012 peak-hour intersection volumes were projected to 2035 based upon a revised traffic growth between 2005 and 2035. A Furness process was performed to balance the inbound and outbound volumes at each intersection. The projected 2035 peak-hour volumes were then slightly adjusted to maintain a balance throughout the corridor.

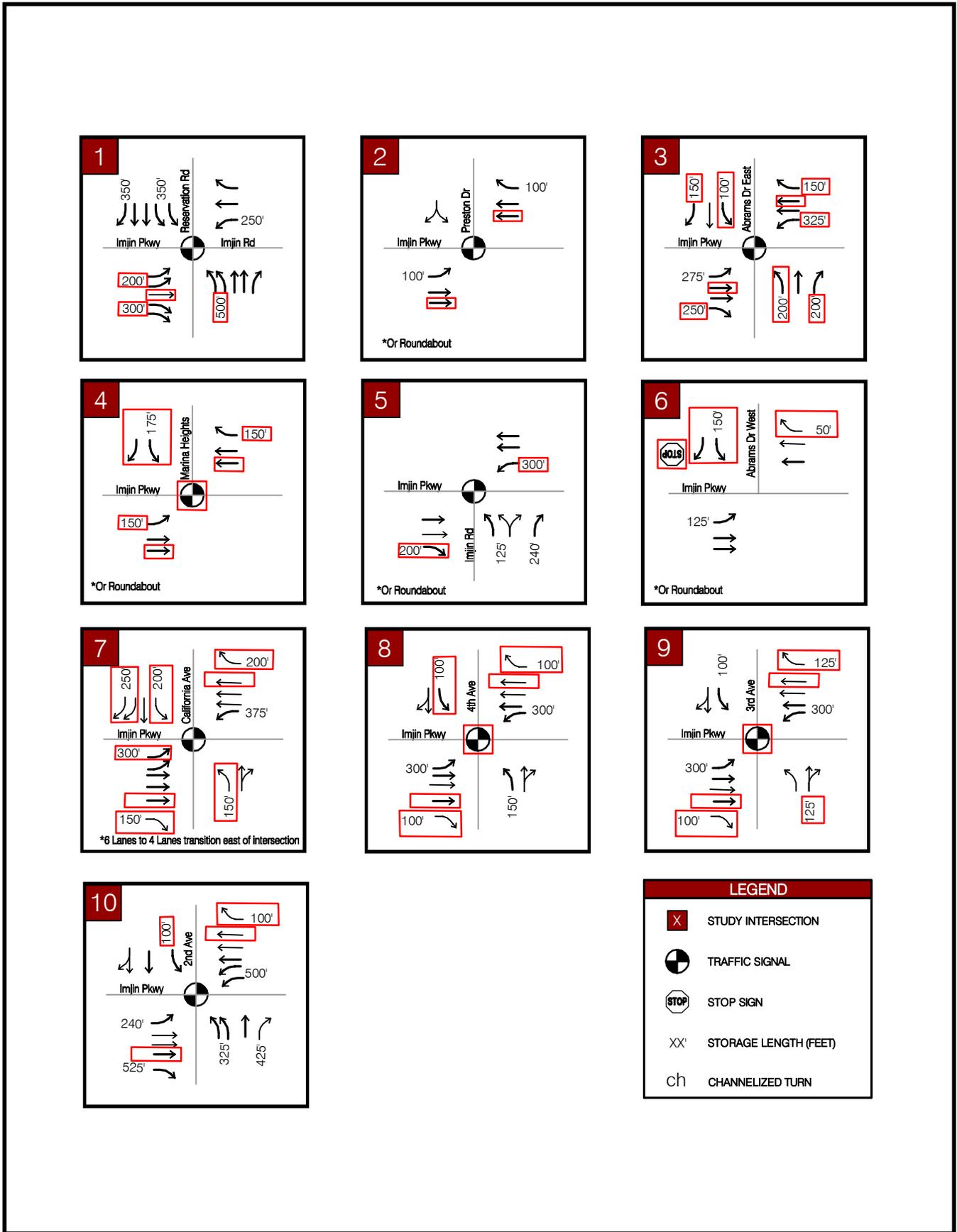
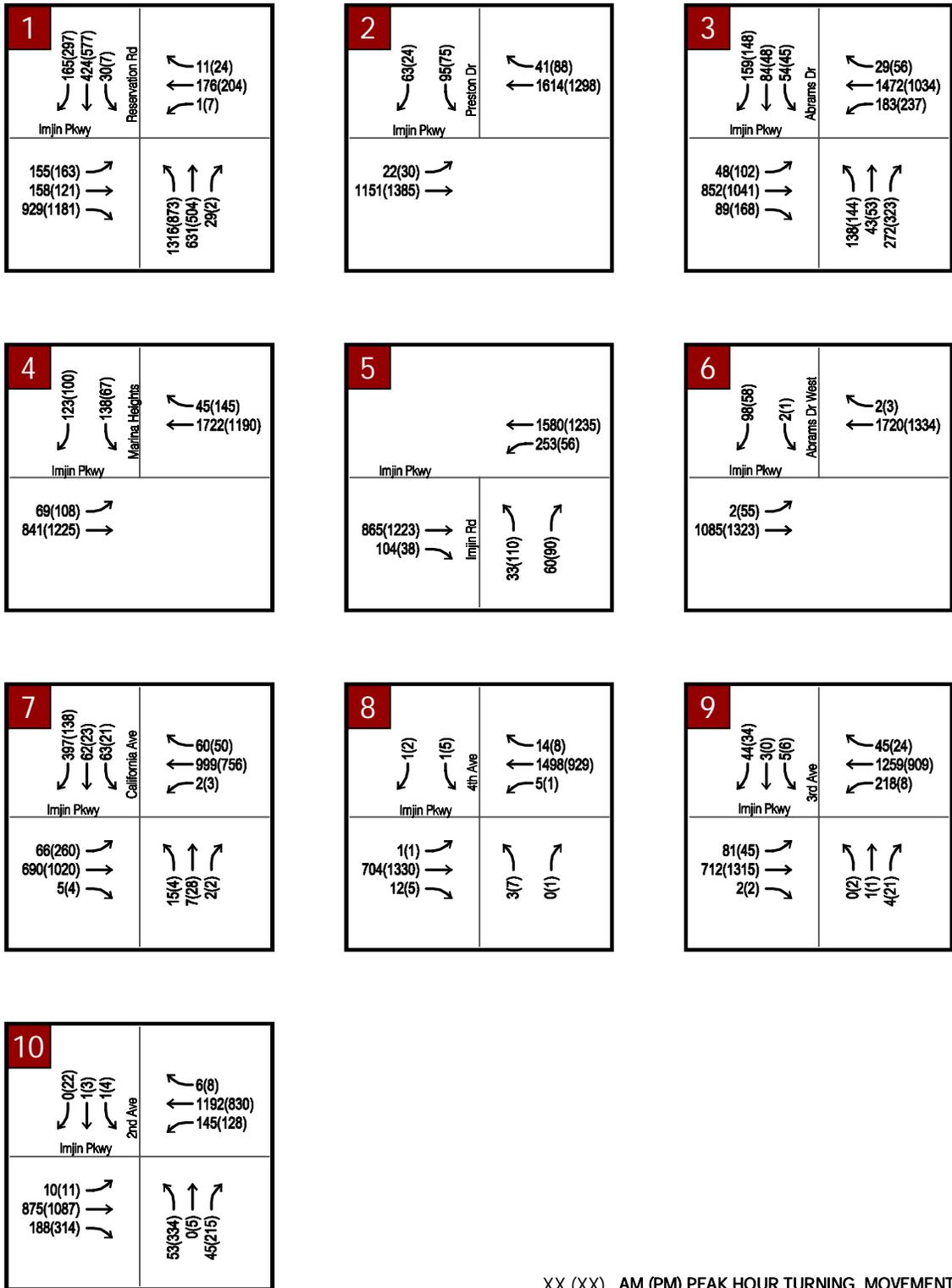


FIGURE 4
FUTURE (2035) CONDITION
LANE GEOMETRY AND TRAFFIC CONTROL



XX (XX) AM (PM) PEAK HOUR TURNING MOVEMENT

FIGURE 5
FUTURE (2035) CONDITION
INTERSECTION TURNING MOVEMENTS

6. OPERATIONS ANALYSIS

Traffic analyses were conducted in Synchro/SimTraffic 8 and Sidra 5 to assess the existing conditions as well as relative operational benefits that the proposed improvements will provide to the study intersections. In addition, the anticipated horizon year when each intersection ceases to provide acceptable roadway operations according to their level of service standard and what improvements are needed to address the deficiency was estimated. The following sections describe the level of service methodology and results of the operations analysis conducted.

Level of Service Methodology

The operations of roadway facilities are described with the term Level of Service (LOS). LOS is a qualitative description of traffic flow based on such factors as speed, travel time, delay, and freedom to maneuver. Six levels are defined from LOS A, as the best operating conditions, to LOS F, or the worst operating conditions. LOS E represents “at-capacity” operations. When volumes exceed capacity, stop-and-go conditions result, and operations are designated as LOS F.

According to the *City of Marina General Plan (2005)*, City of Marina endeavors to maintain a target LOS no worse than LOS “D” on their highway and major roadway facilities, however, there is no specific requirement of target LOS on individual turning movement and typically a minor left-turn movement that carries low volume is allowed to operate at a LOS “E” or worse if it does not adversely impact the traffic flow of major movements. Thus, LOS D or better for the study intersections on Imjin Parkway will be considered acceptable.

For intersections, average control delay per vehicle is utilized to define intersection LOS. **Table 3** presents the LOS criteria for signalized and unsignalized intersections. The LOS calculations for signalized intersections correspond to the average total delay for all approaches. The LOS calculations for side-street stop controlled intersections correspond to the turning movement/approach with the highest total delay.

Table 3: Intersection Level of Service Criteria

LOS	AVERAGE CONTROL DELAY PER VEHICLE	
	SIGNALIZED INTERSECTIONS	UNSIGNALIZED INTERSECTIONS
A	≤ 10	≤ 10
B	> 10 to 20	> 10 to 15
C	> 20 to 35	> 15 to 25
D	> 35 to 55	> 25 to 35
E	> 55 to 80	> 35 to 50
F	> 80	> 50

Source: 2010 Highway Capacity Manual, Transportation Research Board, Washington, D.C., 2010.

Existing Conditions (2012) Operations Analysis Results

The existing intersection operations were evaluated in Synchro. **Table 4** shows the intersection delay and LOS during the AM and PM peaks. The only intersection that performed at an unacceptable LOS is California Drive and Imjin Parkway, which operated at LOS E during the AM

peak. The intersection of Reservation Road and Imjin Parkway operated at LOS D (close to the LOS E threshold) during the PM peak. It was noted that a queuing analysis conducted in Synchro determined that the westbound intersection approaches from Reservation Road through Abrams Drive (East) had significant queuing associated with the current two-lane cross section. In addition, micro simulation determined that the eastbound approach of Imjin Parkway between SR 1 interchange and east of California Drive had significant queuing issues with the current cross-section of four travel lanes during the 2012 and 2035 AM peaks. Intersection LOS, per HCM 2010 methodology, did not indicate operational failure for these intersections because Synchro did not take residual queues from downstream intersections into account when analyzing individual intersections.

Table 4: Existing (2013) Conditions Intersection Delay & LOS

ID	Intersection	Traffic Control	2012 AM		2012 PM	
			Delay	LOS	Delay	LOS
1	Reservation Road / Imjin Parkway	Signal	42.5	D	53.4	D
2	Preston Road / Imjin Parkway ¹	Signal	6.2	A	4.3	A
3	Abram Drive (East) / Imjin Parkway ²	Signal	21.7	C	23.9	C
4	Marina Heights / Imjin Parkway	N/A	-	-	-	-
5	Imjin Road / Imjin Parkway	Signal	7.9	A	6.9	A
6	Abram Drive (West) / Imjin Parkway	N/A	-	-	-	-
7	California Drive / Imjin Parkway	Signal	62.7	E	43.6	D
8	4th Avenue / Imjin Parkway	TWSC	0.5	A	0.6	A
9	3 rd Avenue / Imjin Parkway	TWSC	9.5	A	1	A
10	2 nd Avenue / Imjin Parkway ³	Signal	10.2	B	19.6	B

Notes:

- 1) Upon a queuing analysis conducted in Synchro, the Preston Dr. intersection produced WBT queues >1,348' in the AM peak and EBT queues >1,301' in the PM peak.
- 2) Upon a queuing analysis conducted in Synchro, the Abrams Drive (East) intersection produced WBT queues >1,264' in the AM peak and EBT queues >1,151' in the PM peak.
- 3) The WBT movement at the adjacent unsignalized SR 1 Interchange causes queues which spillback onto the 2nd Avenue intersection within the AM peak.

2035 Operations Analysis Results

The following sub-section describes the operations analysis conducted for the Imjin Parkway study intersections for year 2035 conditions. A future No Build Scenario and three Build scenarios were analyzed. Build Scenario 1 assumes widening Imjin Parkway from two lanes to four lanes from east of Imjin Road to Reservation Road in addition to intersection improvements. Build Scenario 2 assumes that Imjin Parkway will be widened to six general travel lanes between the SR 1 interchange to California Drive and widened to four general travel lanes between California Drive and Reservation Road with additional intersection improvements identified in Scenario 1. Build Scenario 3 assumes that Imjin Parkway will be widened to six lanes including an exclusive bus lane for each direction of travel in addition to the intersection improvements identified in scenario 1. The intersection operations analysis results for the no build and build scenarios were presented as below.

2035 No Build

In 2035 no build conditions, the only intersections that would operate acceptably are the Imjin Road / Imjin Parkway and Second Avenue / Imjin Parkway intersections. All the other intersections would fail in either or both peak periods. Although delay for the intersection of Preston Road / Imjin Parkway indicated a LOS D, the queuing impact from Abram Drive (East) intersection on the westbound approach would very likely turn the intersection into LOS E or worse. With a significant number of intersections operating above capacity, the corridor is not going to function at acceptable LOS with the existing geometry.

Table 5: 2035 (No Build) Intersection Delay & LOS

ID	Intersection	Traffic Control	No Build			
			2035 AM		2035 PM	
			Delay	LOS	Delay	LOS
1	Reservation Road / Imjin Parkway	Signal	73.6	E	56.2	E
2	Preston Road / Imjin Parkway	Signal	50.6	D	8.5	A
3	Abram Drive (East) / Imjin Parkway	Signal	98.8	F	37.5	D
4	Marina Heights / Imjin Parkway	N/A	-	-	-	-
5	Imjin Road / Imjin Parkway	Signal	9.3	A	9.8	A
6	Abram Drive (West) / Imjin Parkway	N/A	-	-	-	-
7	California Drive / Imjin Parkway	Signal	128.8	F	68.2	E
8	4th Avenue / Imjin Parkway	TWSC	~	~	~	~
9	3 rd Avenue / Imjin Parkway	TWSC	~	~	~	~
10	2 nd Avenue / Imjin Parkway	Signal	50	D	26.1	C

Notes:
 ~ Side street delay exceeds 300 seconds. Computation not defined.

Build Scenario 1

Four-lane cross-section (SR 1 to Reservation Road)

Table 6 presents the study intersections LOS during the 2035 AM and PM peaks for Build Scenario 1. The 2010 HCM intersection worksheets are contained in **Appendix B**. The City is currently in the process of signalizing the SR 1 interchange which will help alleviate future WB queues at the interchange from spilling back onto Second Avenue in the AM peak.

According to Sidra analysis and preliminary intersection layouts, it is feasible both operationally and geometrically to construct a two-lane roundabout at the following intersections:

- Preston Road / Imjin Parkway,
- Marina Heights / Imjin Parkway,
- Imjin Road / Imjin Parkway, and
- Abram Drive (West) / Imjin Parkway.

The remainder of the study intersections will be signalized and turn lanes added as indicted in the analysis. The results of the Synchro and Sidra analyses are shown in **Appendix B**.

Table 6: Scenario 1 Intersection Delay & LOS Results

ID	Intersection	Traffic Control	Scenario 1			
			2035 AM		2035 PM	
			Delay	LOS	Delay	LOS
1	Reservation Road / Imjin Parkway	Signal	37.2	D	33.3	C
2	Preston Road / Imjin Parkway	RAB	8.8	A	7.9	A
3	Abram Drive (East) / Imjin Parkway	Signal	18.5	B	24.3	C
4	Marina Heights / Imjin Parkway	RAB	9.5	A	8.3	A
5	Imjin Road / Imjin Parkway	RAB	9.3	A	8.5	A
6	Abram Drive (West) / Imjin Parkway	RAB	7.4	A	7.3	A
7	California Drive / Imjin Parkway	Signal	25.4	C	8.8	A
8	4th Avenue / Imjin Parkway	Signal	10.5	B	4.0	A
9	3 rd Avenue / Imjin Parkway	Signal	13.6	B	4.3	A
10	2 nd Avenue / Imjin Parkway	Signal	39.8	D	29.1	C

Build Scenario 2

Six-lane cross-section (SR 1 to California Drive) and Four-lane cross-section (California Drive to Reservation Road) without bus lane

Table 7 presents the study intersections LOS for Scenario 2 during the 2035 AM and PM peaks. With the addition of a third travel lane in each direction, the Imjin Parkway mainline does not have any queuing issues at intersections and all study intersections operate at LOS D or better with only a couple of minor left-turn movements running at LOS E or worse due to the low traffic volume and long cycle length they have to wait. The detailed HCM 2010 LOS worksheet is attached in **Appendix B**.

Table 7: Scenario 2 Intersection Delay & LOS Results

Signal	ID	Intersection	Traffic Control	Scenario 2: Six-lane (SR 1 to California Drive)			
				2035 AM		2035 PM	
				Delay	LOS	Delay	LOS
Y	1	Reservation Road / Imjin Parkway	Signal	37.2	D	33.3	C
N	2	Preston Road / Imjin Parkway	RAB	8.8	A	7.9	A
Y	3	Abram Drive (East) / Imjin Parkway	Signal	22.1	C	25.1	C
N	4	Marina Heights / Imjin Parkway	RAB	6.5	A	8.3	A
N	5	Imjin Road / Imjin Parkway	RAB	9.3	A	8.5	A
N	6	Abram Drive (West) / Imjin Parkway	RAB	7.4	A	7.3	A
Y	7	California Drive / Imjin Parkway	Signal	18.5	B	15.2	B
Y	8	4th Avenue / Imjin Parkway	Signal	7.2	A	4.5	A
Y	9	3 rd Avenue / Imjin Parkway	Signal	4.7	A	5.2	A
Y	10	2 nd Avenue / Imjin Parkway	Signal	24.5	C	25.7	C

Build Scenario 3

Four-lane cross-section (SR 1 to Reservation Road) with bus lane and bus way

Scenario 3 is comparable to Scenario 1 except for the addition of a bus lane on the right shoulder in each direction of travel. As a result, the pedestrian crossing time over Imjin Parkway increases and side streets have more green time. However, transit signal operation was not evaluated in this project and buses were assumed to operate at the same signal phase as the general traffic along Imjin Parkway. **Table 8** presents the study intersections LOS for Scenario 3 during the 2035 AM and PM peaks.

Table 8: Scenario 3 Intersection Delay & LOS Results

Signal	ID	Intersection	Traffic Control	Scenario 3: Six-lane (SR 1 to Reservation Road)			
				2035 AM		2035 PM	
				Delay	LOS	Delay	LOS
Y	1	Reservation Road / Imjin Parkway	Signal	39.2	D	32.3	C
N	2	Preston Road / Imjin Parkway	RAB	8.8	A	7.9	A
Y	3	Abram Drive (East) / Imjin Parkway	Signal	18.5	B	24.3	C
N	4	Marina Heights / Imjin Parkway	RAB	9.5	A	8.3	A
N	5	Imjin Road / Imjin Parkway	RAB	9.3	A	8.5	A
N	6	Abram Drive (West) / Imjin Parkway	RAB	7.4	A	7.3	A
Y	7	California Drive / Imjin Parkway	Signal	25.4	C	8.8	A
Y	8	4th Avenue / Imjin Parkway	Signal	10.5	B	4	A
Y	9	3 rd Avenue / Imjin Parkway	Signal	13.6	B	4.3	A
Y	10	2 nd Avenue / Imjin Parkway	Signal	39.8	D	29.1	C

Bus, Bicycle and Trail Access

The City of Marina and the Transportation Agency for Monterey County is currently finalizing the multi-modal corridor study between Marina and Salinas, from which this study incorporates findings from. Along Imjin Parkway, buses, bicycles and pedestrians will share the roadway through the provision of a Class 1 trail, Class 2 bicycle lanes, and exclusive bus lanes. This regional trail will connect to the City of Marina via local bicycle systems at Second Avenue, California Avenue and Reservation Road.

Appendix C indicates the proposed alignment conceptually through the corridor, including ROW requirements.

Appendix D shows the estimate of probable engineering and environmental cost for the proposed project.

Appendix E indicates the operational analysis results for a proposed roundabout at the intersection of Abrams Drive

7. TRIGGER ANALYSIS / PROJECT PHASING

A trigger analysis was performed on Imjin Parkway to determine the project phasing of the parkway widening. Deficiencies are identified as well as the recommended mitigations taking into account future buildout of adjacent intersections and land uses along the parkway. The trigger analysis summary can be seen in **Table 9** and the detail in **Table 10**.

Table 9: Trigger Analysis Summary

Year	1	2	3	4	5	6	7	8	9	10
	Reservation Road	Preston Drive	Abrams Drive (East)	Marina Heights ¹	Imjin Road	Abrams Drive (West) ¹	California Drive	4th Avenue	3rd Avenue	2nd Avenue
Existing (2012)	Improve Signal Timing	Widen Imjin to 4 lanes and Improve Intersection (RAB)	Wide Imjin to 4 lanes and Improve Intersection	OK	OK	OK	Improve Intersection	OK	OK	Will be Signalized by City ²
2020	OK	OK	OK	Widen Imjin to 4 Lanes and Improve Intersection (RAB)	OK	Improve Intersection (RAB)	OK	OK	OK	OK
2024	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
2030	Improve Intersection	OK	OK	OK	OK	OK	OK	Signalize & Improve Intersection	Signalize & Improve Intersection	OK
2035	OK	OK	OK	OK	Improve Intersection (RAB) *Improve earlier??	OK	Improve Intersection (Additional Improvements)	OK	OK	Improve Intersection

Notes:

1. It is assumed that Marina Heights is fully developed by 2020.
2. The WB queues from the SR 1 Interchange spill over onto 2nd Avenue. According to the *SR1/Imjin Parkway Operational Improvements Options Report*, RBF 2013, a signal will be installed at this interchange in 2015.

Table 10: Trigger Analysis Detail

Year	1			2			3			4			5			6			7			8			9			10		
	Reservation Road			Preston Drive			Abrams Drive (East)			Marina Heights ¹			Imjin Road			Abrams Drive (West) ¹			California Drive			4th Avenue			3rd Avenue			2nd Avenue		
	Failing Movement	Delay (s/veh)	LOS	Failing Movement	Delay (s/veh)	LOS	Failing Movement	Delay (s/veh)	LOS	Failing Movement	Delay (s/veh)	LOS	Failing Movement	Delay (s/veh)	LOS	Failing Movement	Delay (s/veh)	LOS	Failing Movement	Delay (s/veh)	LOS	Failing Movement	Delay (s/veh)	LOS	Failing Movement	Delay (s/veh)	LOS	Failing Movement	Delay (s/veh)	LOS
Existing (2012)	EBR	101.9	F	Overall OK	6.2	A	Overall OK	21.7	C						SB Approach	119.3	F	NB/SB	90.3/91.5	F	NB/SB	339.3/304.7	F	SBL	176.6	F				
	NBL	67.1	F	WBT Queue AM		OVRFL	WBL,WBT Queue AM		OVRFL						EBL	100.5	F													
	Overall OK	53.4	D	EBT Queue PM		OVRFL	EBT Queue PM		OVRFL						Overall	62.7	E	Overall OK	0.5	A	Overall OK	9.5	A	Overall OK	19.6	B				
	Mitigation: Signal timing improvement			Mitigation: 1) Widen Imjin mainline to four through lanes at this intersection; 2) Install RAB			Mitigation: 1) Widen Imjin Pkwy mainline to four through lanes at this intersection; 2) Add single left-turn and right-turn pocket to both NB and SB approaches; 3) Revise signal phasing to allow protected left-turn phasing for NB/SB approaches			Install roundabout when Imjin is widened to four through lanes OR when first home in Marina Heights is constructed / the road is opened up.			Roundabout recommended for flow progression when Imjin Parkway is widened to four lanes east of Imjin Road.			Install signal plus turn lanes when one home is constructed / signal warranted.			Mitigation: 1) Add single SB right-turn and left-turn pocket; Add single NB left-turn pocket; 2) Revise signal phasing to allow protected left-turn phasing for NB/SB approaches			Signal warrant not met.			Signal warrant not met.			WB queues overflow from the SR1 Interchange. The City is currently planning the installation of signals at the Interchange. ²		
2020 ¹	Signal timing improvement will keep intersection at acceptable LOS.			OK			OK			EBL	98.4	F	WBT	92.1	F	Overall	60.8	E	OK			Signal warrant not met.			Signal warrant not met.			OK		
										Mitigation: 1) Widen Imjin Pkwy mainline to four through lanes at this intersection; 2) Roundabout or signalized intersection			OK			Mitigation: Add WB right-turn pocket for safety purpose; OR Roundabout			OK			Signal warrant not met.			Signal warrant not met.			OK		
2024	OK			OK			OK			OK			OK			OK			OK			Signal warrant not met.			Signal warrant not met.			OK		

8. CONCLUSION

Imjin Parkway will operate at acceptable LOS for 2035 conditions as a four lane facility. Exclusive bus lanes, provided in a separate Right-of-Way east of Imjin Road and in a shared ROW west of Imjin Road. Various intersection control is recommended to be two-lane roundabouts. A Class I and Class II pedestrian and bicycle facilities are provided along the corridor. The exclusive bus lanes can accommodate local and BRT services and promotes transit over private vehicle travel through preempted signal operations. The proposed roundabout at Imjin Road, will be metered to allow the westbound BRT to transition through the intersection.

9. APPENDICES

APPENDIX A: Intersection Turning Movement (Unbalanced), Tube Counts, & OD Data

APPENDIX B: Intersection Conditions Worksheets (Synchro & Sidra)

APPENDIX C: Imjin Parkway ROW and Concept layout

APPENDIX D: Imjin Parkway widening Project Estimate of Probable Engineering Cost

APPENDIX E: Alternative analysis for a roundabout control at Abrams Drive and Imjin Parkway.

September 29, 2016

Item No. **8g(1)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of October 4, 2013

**RECOMMENDATION TO CONSIDER ADOPTING RESOLUTION NO. 2013-,
APPROVING AGREEMENT BETWEEN CITY OF MARINA AND KIMLEY-
HORN AND ASSOCIATES, INC. OF SALINAS, CALIFORNIA, TO PROVIDE
ENGINEERING SERVICES FOR THE PROPOSED WIDENING OF IMJIN
PARKWAY BETWEEN RESERVATION ROAD AND IMJIN ROAD,
AUTHORIZE THE FINANCE DIRECTOR TO MAKE THE NECESSARY
ACCOUNTING AND BUDGETARY ENTRIES, AND AUTHORIZE THE CITY
MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY
SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY**

RECOMMENDATION:

It is recommended that the City Council:

1. Consider adopting Resolution No. 2016-, approving agreement between City of Marina and Kimley-Horn and Associates, Inc. of Salinas, California, to provide engineering services for the widening of Imjin Parkway between Reservation Road and State Route 1 (SR 1);
2. Authorize the Finance Director to make the necessary accounting and budgetary entries;
3. Authorize the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.

BACKGROUND:

Imjin Parkway is a City of Marina General Plan major arterial that provides connection to existing and future developments both within the City and external to the City. Existing and future residential and business uses include Marina Heights, the Dunes, and Cypress Knolls. The Dunes shopping center is a major local and regional attraction within the City and as it develops further, it will attract even more local and regional customers. The CSUMB campus access from the north and the west is off Imjin Parkway via Imjin Road, Abrams Street, and 8th Street and 5th Avenue, all connecting directly or indirectly to Imjin Parkway. Imjin Parkway also connects the City to the region via State Route 1 (SR 1) and Reservation Road. SR 1 provides access to Monterey Bay and connects to the north to the San Francisco Bay area. Southward it connects to Seaside, Monterey and the Big Sur Coast. Reservation Road connects to Salinas and the Salinas Valley.

State Route 68 (SR 68) is a congested Caltrans State Highway regional connector between Salinas and Monterey. The congestion on SR 68 has resulted in a shift in traffic from SR 68 to Reservation Road-Imjin Parkway-SR 1. In fact, regional traffic currently makes up the majority of traffic on Imjin Parkway during the AM and PM peak hours. The heaviest demand is from Salinas to SR 1 in the morning peak and then a reverse commute during the PM peak. Subsequently, congestion occurs at many pinch points along Imjin Parkway, currently mostly at intersections. But with increased traffic growth, both local and regional, capacity on the roadway segments will further decrease. Widening Imjin Parkway is thus not only a local priority, but also regional priority. The widening of Imjin Parkway and improvements at the SR 1/Imjin Parkway interchange are included in the Regional Transportation Plan and the Regional Traffic Impact Fee Program.

The Transportation Agency for Monterey County (TAMC), in collaboration with the City of Marina is seeking Caltrans Statewide Transportation Improvement Program (STIP) funding to provide a much needed resource for the widening project. The project will widen the two-lane section of Imjin Parkway between Reservation Road and Imjin Road to four-lanes. The widening project is included in the current City Capital Improvement Program (CIP).

The regional and local traffic demand warrants a collaborative approach, and the City has coordinated with TAMC to program funding for construction in the STIP for a concept layout of the roadway and intersections, including a cost estimate. This information is needed for the STIP grant application. The grant would be funded in 2017/18. The closing date for applications is November 22, 2013. The study will also determine the current and future split between local (Marina) traffic, and regional (cut through) traffic, which will further assist the City in requesting regional funds for further construction and maintenance of Imjin Parkway.

In order for the Imjin Parkway widening project to be included on the STIP project list and eligible for funding, a Traffic Operations Study had to be completed by November 2013. The Traffic Operations Study estimated 2035 traffic volumes at study intersections and segments and determined the appropriate intersection geometry and roadway widths to accommodate future travel demands. The cross sections will include facilities for pedestrians, bicycles, transit, trucks and passenger cars.

At the regular meeting of October 1, 2013, the City Council adopted Resolution No. 2013-142, accepting \$35,000 from TAMC for the Traffic Operations Study and Concept Design for Imjin Parkway between Imjin Road and Reservation Road. The study was conducted through a traffic engineering services contract with Kimley-Horn and Associates, Inc. of Salinas, California.

On February 13, 2015, City and TAMC staff received an administrative report detailing the trigger analysis on Imjin Parkway to determine the project phasing of the parkway widening and intersection improvements. As summarized by the report, the intersections of Reservation Road, Preston Drive, Abrams Drive (East) and Marina Heights Drive will require improvements through widening of the roadway and roundabouts at the intersections with Preston Drive, Marina Heights Drive and Imjin Road.

In November 2014, City staff submitted a request for Funding Allocation of State Transportation Improvement Program (STIP) funding for the widening of Imjin Parkway from 2 lanes to 4 lanes along with intersection improvements. In June, 2015, the City received approval and entered into a Federal Grant agreement for fully funded Preliminary Engineering of the project.

ANALYSIS:

On January 22, 2016, the City administered a Request for Proposal for Preliminary Engineering on the Imjin Parkway Widening Project.

On February 29, 2016, the City received a proposal from Kimley-Horn and Associates, Inc. for the project. City staff engaged Caltrans Local Assistance to administer a Cost Effectiveness/Public Interest finding. On May 11, 2016, Caltrans approved the proposal from Kimley-Horn and Associates for a pre-award audit of the consultant and its Sub-Consultants.

On July 22, 2016, Caltrans Audits and Investigations provided a letter of conformance with the Local Assistance Procedures Manual (LAPM) for the proposed contract agreement with Kimley-Horn & Associates, Inc. and the City of Marina.

At this time, the City finds the auditing and investigation into the Consultant to be complete and the contract agreement ready for execution.

FISCAL IMPACT:

The Contract for Preliminary Engineering, Right-of-way certification, Biological, Environmental and Cultural investigations, and Final Project Plans, Specifications and Estimates (PS&E) is \$2,173,521.

Consistent with Federal grant procedures, this grant will be reimbursed to the City and City funds will need to be advanced prior to reimbursement. As project costs will be 100% reimbursed, staff is proposing the use of PFIF to advance the payment of project costs. This project timeline is approximately three year, and PFIF will be restored by the grant funds. It is currently estimated that Fiscal Year 16/17 will expend approximately \$400,000, with the remainder to be expended through Fiscal Year 18/19. The current fiscal year budget has been approved with the necessary appropriations. Administering reimbursement with the grantor will be done on a quarterly basis or more frequently as deemed cost effective.

Should the City Council approve this request, the City Finance Director will make all necessary accounting and budgetary entries to facilitate an interfund loan from the City Public Facility Impact Fees (Roadway & Intersections) to CIP Account R46B (#401) Widening Imjin from Reservation Rd to Imjin Rd.

CONCLUSION:

This request is submitted for City Council consideration and possible action.

Respectfully submitted,

Edrie Delos Santos, PE
Senior Engineer, Engineering Division
Community Development Department
City of Marina

REVIEWED/CONCUR:

Nourdin Khayata, PE
Acting City Engineer
City of Marina

Layne P. Long
City Manager
City of Marina