

**AGREEMENT FOR SERVICES**

THIS AGREEMENT ("AGREEMENT") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the CITY OF MANTECA, a municipal corporation of the State of California (hereinafter referred to as "CITY"), and

Kimley-Horn and Associates, Inc  
Consultant

<u>4637 Chabot Dr. Suite 300</u>	<u>Pleasanton</u>	<u>CA</u>	<u>94588</u>
MAILING ADDRESS	CITY	STATE	ZIP

a North Carolina Corporation (business structure)

STATE LICENSE CLASSIFICATION & NUMBER (if required)  
hereinafter referred to as "CONSULTANT".

WITNESSETH:

A. WHEREAS, CITY desires to enter into this Agreement for services for Electric Vehicle Charging Station Project.

B. WHEREAS, CITY desires to retain CONSULTANT to provide these services by reason of its qualifications, applicable license(s), and experience for performing such services, and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

**AGREEMENT**

**1. SCOPE OF SERVICES:**

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to complete the services described in **Exhibit "A"**. This AGREEMENT and its exhibits shall be known as the "Agreement Documents". Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full herein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall govern. If any portion of the Agreement Documents is in conflict with any other portion or provisions contained in the AGREEMENT, the AGREEMENT shall govern over the conflicting provisions contained in the exhibits to the AGREEMENT. To eliminate doubt, in the case of conflict between Consultant's proposal or Consultant's attachments and the City's AGREEMENT and attachments, the City's AGREEMENT and attachments shall take precedence over Consultant's proposal and attachments.

# ATTACHMENT 3

B. Consultant enters into this AGREEMENT as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this AGREEMENT to bind the City in any respect. Nothing in this AGREEMENT shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this AGREEMENT.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this AGREEMENT is based on such independent investigation and research.

## 2. TERM OF AGREEMENT

A. The services of Consultant are to commence upon execution of this Agreement and shall be completed and this AGREEMENT terminated on June 30<sup>th</sup> 2028, unless otherwise extended in writing by the mutual agreement of both parties.

B. The City Manager or designee may, by written instrument signed by the Parties, extend the duration of this AGREEMENT in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

C. The Agreement Milestones are as follows:

<u>Deliverables</u>	<u>Date</u>
Task 2 Preliminary Design Report	May 15, 2026
Task 3 Initial PG&E Assessment Report & 65% PSE	June 19, 2026
Task 3 Building Permit Approval	August 3, 2026
Task 3 100% Design	August 14, 2026

Payment for services shall be made upon City's approval of deliverables.

## 3. COMPENSATION:

A. The Consultant shall be paid in accordance to the attached Fee Schedule in **Exhibit "C"**. Consultant charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on City's behalf. Such costs and disbursements include, for example, the following: mileage (at the IRS rate in effect at the time the travel occurs), overnight delivery and messenger services. Consultant shall be reimbursed for expenses related to travel, for example (flights, hotels, meals). However, Consultant shall not make travel arrangements or incur costs on behalf of City without prior written authorization to incur said expenses and in no event shall total compensation under this AGREEMENT exceed ONE HUNDRED FOURTY FOUR THOUSAND FIVE HUNDRED TWENTY ONE DOLLARS AND THIRTY FOUR CENTS (\$144,521.34) without City's prior written approval.

## **ATTACHMENT 3**

B. Said amount shall be paid upon submittal of monthly billings showing completion of the tasks that month. Consultant shall furnish City with invoices for all expenses as well as for all materials authorized by this AGREEMENT. The invoices shall be submitted with the monthly billings.

C. If the work is temporarily suspended at the request of the City, compensation shall be based upon the portion of work completed as of the date of the suspension, subject to Section 4.

### **4. TERMINATION:**

A. This AGREEMENT may be terminated by either party, provided that the other party is given not less than thirty (30) calendar days' written notice (delivered by registered mail) of intent to terminate.

B. The City may temporarily suspend this AGREEMENT, at no additional cost to City, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this AGREEMENT.

C. Notwithstanding any provisions of this AGREEMENT, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this AGREEMENT by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this AGREEMENT, except as provided in Section 4C. Upon termination, the City shall be entitled to all final work and draft work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 herein.

### **5. AMENDMENTS, CHANGES OR MODIFICATIONS:**

Amendments, changes or modifications in the terms of this AGREEMENT may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

### **6. EXTENSIONS OF TIME:**

Consultant may, for good cause, request extensions of time to perform the services required herein. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this AGREEMENT in the manner provided in Section 5.

### **7. PROPERTY OF CITY:**

A. It is mutually agreed that all draft and final materials prepared by the Consultant under this AGREEMENT shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and

## **ATTACHMENT 3**

the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this AGREEMENT which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the City which is in the Consultant's possession.

B. Additionally, it is agreed that the parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by Consultant herein (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the City.

### **8. COMPLIANCE WITH ALL LAWS:**

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this AGREEMENT. It shall be City's responsibility to obtain all rights of way and easements to enable Consultant to perform its services herein. Consultant shall assist City in providing the same.

B. Consultant warrants to the City that it is licensed by all applicable governmental bodies to perform this AGREEMENT and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this AGREEMENT.

### **9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:**

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this AGREEMENT shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this AGREEMENT. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Consultant, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

### **10. SUBCONTRACTING:**

None of the services covered by this AGREEMENT shall be subcontracted without the prior written consent of the City., which will not be unreasonably withheld. Consultant shall be

fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

### **11. ASSIGNABILITY:**

Consultant shall not assign or transfer any interest in this AGREEMENT whether by assignment or novation, without the prior written consent of the City. However, claims for money due or to become due to Consultant from the City under this AGREEMENT may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

### **12. INTEREST IN AGREEMENT:**

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the AGREEMENT, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this AGREEMENT, City determines and notifies Consultant in writing that Consultant's duties under this AGREEMENT warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

### **13. MATERIALS CONFIDENTIAL:**

All of the materials prepared or assembled by Consultant pursuant to performance of this AGREEMENT are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

### **14. LIABILITY OF CONSULTANT-NEGLIGENCE:**

Consultant shall be responsible for performing the work under this AGREEMENT in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

### **15. INDEMNITY AND LITIGATION COSTS:**

To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this AGREEMENT except such loss or damage caused solely by the active negligence, sole negligence, or willful

misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this AGREEMENT.

### 16. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining, and shall maintain in full force at all times during the duration and performance of this AGREEMENT, the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than "A" in Class VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this AGREEMENT and prior to commencement of any work, the Consultant shall furnish the City with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the AGREEMENT. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the AGREEMENT not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this AGREEMENT. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this AGREEMENT. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant.

#### 1. Commercial General Liability Insurance.

a. Commercial General Liability Insurance with \$2,000,000 minimum limit for each occurrence and \$4,000,000 minimum limit for general aggregate.

b. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

c. Commercial General Liability Additional Insured Endorsement naming the following as insured on 2001 or earlier issued endorsement forms: "City of Manteca, its officers, officials, employees, agents, and volunteers".

2. Automobile Liability: If the vehicles are brought onto city facilities, covering any auto, or of Contractor has no owned autos, hired, and non-owned autos, the Contractor shall maintain automobile liability with limits no less than:

a. Automobile Liability Insurance with \$1,000,000 minimum limit per accident for bodily injury and property damage.

b. Automobile Liability Additional Insured Endorsement naming the following as additional insured: "City of Manteca, its officers, officials, employees, agents, and volunteers".

3. Workers' Compensation: As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

## ATTACHMENT 3

4. Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

5. Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions:

a. The City of Manteca, its officers, officials, employees, agents and volunteers are to be covered as insured's as respect to: liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 and CG 20 37 if completed operations coverage is required.

b. For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers, shall be excess of the Consultant's insurance and shall not contribute with it.

c. The applicant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Manteca.

6. Verification of Coverage: Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Manteca reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

8. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City of Manteca.

9. Waiver of Subrogation: Consultant hereby grants to The City of Manteca a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

## ATTACHMENT 3

10. Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that The City of Manteca is an additional insured on insurance required from subcontractors.

11. SPECIAL RISKS OR CIRCUMSTANCES: The City of Manteca reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.

12. Consultant shall sign the Certificate of Compliance with labor Code 3700 (Exhibit B).

13. No other provision of this Agreement or any attachment thereto shall reduce the insurance or indemnity obligations imposed under this Section.

C. In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage that is not being maintained, in the form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due to Consultant under this AGREEMENT.

D. No policy required by this AGREEMENT shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless written approval is obtained by Consultant from the City.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the City.

F. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the AGREEMENT.

### 17. MISCELLANEOUS PROVISIONS:

A. Compliance with Laws. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this AGREEMENT or the materials used or which in any way affect the conduct of the work.

B. Unlawful Acts. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Record Retention. Consultant shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this AGREEMENT. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this AGREEMENT are made to the Consultant.

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D. Notice. All notices that are required to be given by one party to the other under this AGREEMENT shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City:

Somporn Boonsalat  
Deputy Director of Engineering  
City of Manteca  
1001 W. Center St.  
Manteca, CA 95337

Consultant:

Mike Mowery, PE  
Senior Vice President  
Kimley-Horn & Associates, Inc.  
4637 Chabot Drive, Suite 300  
Pleasanton, CA 94588

E. Governing Law and Venue. This AGREEMENT shall be interpreted and governed by the laws of the State of California, and any legal action relating to this AGREEMENT shall take place in the Superior Court, County of San Joaquin.

F. Waiver. Waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach or default of the same or any other provision under this AGREEMENT.

G. Severability. If any provision of this AGREEMENT is held to be invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this AGREEMENT shall continue in full force and effect.

H. Mediation. In the event of any controversy or claim arising out of or relating to this Agreement or the Services provided by Consultant (each referred to as a "Dispute" and all collectively referred to as the "Disputes"), the Parties shall try to resolve all Disputes through good faith, direct discussions involving the representatives of each Party who possess the necessary authority to resolve such Dispute. If direct discussions are unsuccessful in resolving a Dispute, the Parties shall endeavor to resolve the matter by mediation through and administered by JAMS or its successor in interest. JAMS shall provide the parties with the name of five (5) qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

I. Costs and Attorney' Fees. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

J. Entire Agreement. This AGREEMENT constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this AGREEMENT. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this AGREEMENT, except those contained in or referred to in writing.

## ATTACHMENT 3

K. Execution. This AGREEMENT may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy has been signed by both parties.

L. Authority to Enter Agreement Consultant warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform this AGREEMENT. Each party warrants to the other that the signature to this AGREEMENT have the legal power, right, and authority to enter into this AGREEMENT and to bind each party.

M. California Prevailing Wage Requirement Pursuant to California Labor Code sections 1720 through 1861, the Consultant, its Contractor and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR), if applicable. This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite. The most current prevailing wage determination can be found at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

**ATTACHMENT 3**

TO EFFECTUATE THIS AGREEMENT, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth in the introductory paragraph on page 1 above.

CITY OF MANTECA:

CONSULTANT:



\_\_\_\_\_  
Toni Lundgren  
City Manager

\_\_\_\_\_  
Kimley-Horn and Associates, Inc.  
(Type name of Consultant/form of organization)\*

ATTEST:

By: Michael C. Mowery CA PE C66353

\_\_\_\_\_  
(Signature)  
Mike Mowery, Senior Vice President  
\_\_\_\_\_  
(Type name and title)

\_\_\_\_\_  
Cassandra Candini-Tilton,  
Director of Legislative Services

COUNTERSIGNED:

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Matt Boring  
Director of Finance

\_\_\_\_\_  
(Type name and title)

COUNTERSIGNED:

Address: 4637 Chabot Drive, Suite 300

\_\_\_\_\_  
Stephanie Van Steyn,  
Director of Human Resources

Pleasanton, CA 94588

Telephone: 925-398-4840

APPROVED AS TO FORM:  
Riana E Daniel, City Attorney

By: \_\_\_\_\_  
Kousha Mckeenejad, Deputy City Attorney

EXHIBIT A

Consultant Proposal/Scope of Work



## COVER LETTER

December 22, 2025

Mr. George Phan  
Assistant Engineer  
City of Manteca  
101 West Center Street, Suite E  
Manteca, CA 95337

4637 Chabot Drive, Suite 33  
Pleasanton, CA 94588  
TEL 925.398.4840

RE: PROPOSAL FOR DESIGN SERVICES FOR EV CHARGING STATION PROJECT

Dear Mr. Phan and members of the selection committee:

Kimley-Horn and Associates, Inc. (Kimley-Horn) is pleased to submit this proposal to the City of Manteca (City) for EV Charging Station Project. We are excited to continue supporting the City as you prepare to implement Electric Vehicle Supply Equipment (EVSE) City Hall.

With a strong track record of working with public agencies and on EV Charging programs across California, Kimley-Horn brings a deep bench of technical expertise, cross-disciplinary coordination, and a responsive, public-sector-focused approach that aligns with the City's goals. In addition, Kimley-Horn prior support with the CMAQ grant write-up provides us with essential information to hit the ground running and proceed directly into the design phase of the project.



**Industry-Leading Expertise in EV Charging Stations.** Kimley-Horn's approach to this project is informed by our history of serving the EV market for more than a decade. We are at the forefront of EV infrastructure deployment, as we have planned, designed, and/or permitted more than 30,000 EV charging stations nationwide, including roughly one-third of the nation's public chargers, including more than 1,000+ in California alone. Our extensive experience planning and deploying EV charging stations, means *there are no learning curves or growing pains to be had with this project, which will save you valuable time and precious resources.*



**One-Stop Shop.** This project calls for expertise in civil, electrical, and structural engineering, with experience with environmental analysis, feasibility studies, and permitting. Kimley-Horn offers all these services locally and in-house, enabling us to deliver consistent, coordinated designs and quickly adapt to evolving project requirements. Our primary project team is located in Pleasanton, and we have additional offices in Sacramento, San Mateo, and Oakland. As a multidisciplinary firm invested in the region, we can rely on our own internal specialists for this design. This means that communication within our team will be swift, thus making us nimble in responding to your needs. This also allows us to adapt to any future needs that are not currently identified, such as traffic, landscape architecture, or lighting and photometric design.



**Project Delivery.** Simply put, we know how to deliver this project for you. Kimley-Horn has proudly served the City for over 20 years, and through our work, we have become not only familiar with your staff, standards, and expectations, but also highly invested in your success. Kimley-Horn is able to provide you with deep insights and a proven track record of leading these projects all the way through construction.

We are confident that our team can serve the City for the scope of services requested in this project. We are extremely excited to partner with the City on this opportunity and look forward to helping make your vision a reality. We are committed to providing the services proposed and certify that all statements and information prepared and submitted in the response are current, complete, and accurate. We appreciate the opportunity to provide these services to you.

# DESIGN SERVICES FOR THE EV CHARGING STATION PROJECT



Please feel free to contact project manager Shawn Rainey, PE if you have any questions.

Sincerely,

Kimley-Horn and Associates, Inc.

Shawn Rainey, PE  
Project Manager  
[shawn.rainey@kimley-horn.com](mailto:shawn.rainey@kimley-horn.com)  
510.350.0232

Mike Mowery, PE  
Senior Vice President  
[mike.mowery@kimley-horn.com](mailto:mike.mowery@kimley-horn.com)  
925.398.4852

*\*As senior vice president of Kimley-Horn, Mike Mowery, PE, is authorized to bind the firm.*

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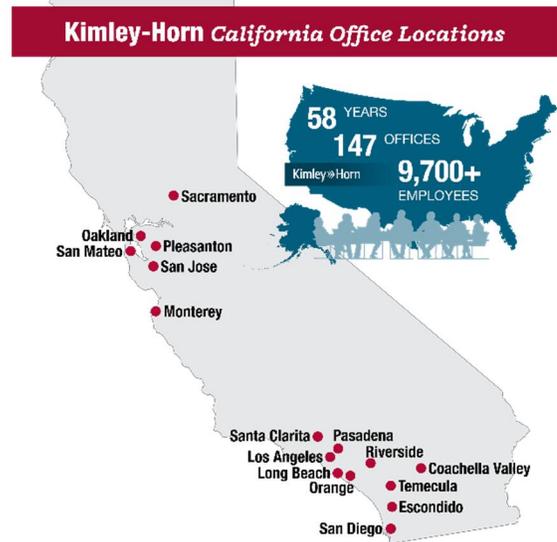


## COMPANY PROFILE

### Firm Profile

Kimley-Horn is a full-service engineering, planning, and environmental consulting firm that provides services to public and private clients nationwide. Since our founding in 1967, Kimley-Horn has grown from a small group of traffic engineers and transportation planners to a firm of more than 9,700 employees across 147 offices nationwide. Our team has worked on some of the largest public EV charging networks in the nation, where we have planned, designed, and/or permitted more than 30,000 EV chargers on a vast array of site types including municipal, hospitality, retail, multi-family, airports, industrial sites, and more.

In addition to our engineering proficiency, Kimley-Horn also offers deep expertise and experience in EV planning projects. We have a proven track record of delivering comprehensive, data-driven EV Charging Network Plans for cities and regional agencies across the country. Our work emphasizes actionable planning grounded in analysis of community needs, technology adoption trends, and local policy. We specialize in developing siting frameworks, policy roadmaps, and funding strategies that help communities align their EV infrastructure goals with local values, climate commitments, and mobility needs. From citywide Charging Network Plans for communities like New Rochelle, NY and Malibu, CA to broader strategies for agencies like the San Diego Association of Governments (SANDAG) and the West Virginia Department of Transportation, our team delivers tailored, implementable plans that equip public agencies with clear pathways to advance equitable and efficient EV infrastructure development.



### Financial Responsibility

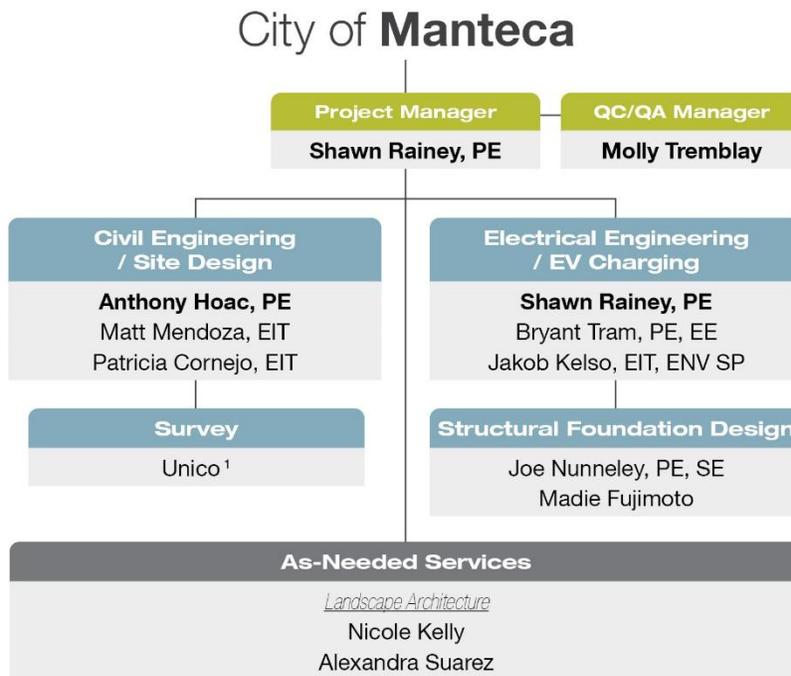
Kimley-Horn and Associates, Inc. (Company) is a full-service engineering and consulting firm with approximately 9,700 employees and 147 offices in 34 states, the District of Columbia, and Puerto Rico. The Company had 2024 revenues of \$2.8 billion. Kimley-Horn has been in business since 1967. We are financially strong, and we are committed to our continued financial health. As of December 31, 2024, the Company had total assets of \$1.8 billion and stockholder's equity of approximately \$363 million. In addition to the financial resources noted, Kimley-Horn also has an untapped \$125 million line of credit available for short-term cash flow needs. The Company's cash flow continues to be very strong. We maintain a disciplined focus on business fundamentals, operate the firm conservatively, and our internal controls and business standards are designed to keep our foundation strong. For any questions regarding Kimley-Horn's financial status, please contact Lindsey Balltzglier, Controller, at 919.678.4141.



## PROJECT TEAM

Shawn Rainey, PE and Anthony Hoac, PE lead our EV charging team for Northern California. Their reach expands throughout the greater Bay Area (PG&E), as well as into the Sacramento County region (SMUD) and even includes some work in LA County with Southern California Edison Company. They are responsible for the entire life stage of a project, including design and permitting, having done this for over 10 years throughout various municipalities. They have collaborated on projects specific to EV Charging Design as well as development projects that incorporate EV charging. They have worked with municipalities, EV start-up companies, EV Network operators, and some of the nation's largest retailers.

## Organizational Chart



**Bold = Key Team Members**

**Subconsultants**

- Unico**

## Subconsultants



Established in 2013, UNICO is a certified DBE firm that is fully committed to providing high quality construction management, engineering, and land surveying services to public and private clients. They serve clients throughout California with a current staff of over 100 and offices throughout Northern California. UNICO's survey team has the technology and experience to address the City's surveying needs, including topographic mapping, bathymetric (hydrographic) surveys, ALTAs, boundary surveys, construction staking, easements, aerial surveys, right-of-way, terrestrial LiDAR scanning and drone surveying. Using the latest in global positioning system (GPS) and robotic total

# DESIGN SERVICES FOR THE EV CHARGING STATION PROJECT ATTACHMENT 3



station technology, they work efficiently and deliver accurate results. UNICO is experienced in delivering projects that meet local, state, and federal requirements.

## PROJECT EXPERIENCE

Kimley-Horn has a dedicated team of in-house EV charging station design professionals with nearly 15 years of experience in the EV market. From being on the front end of developing charging infrastructure to partnering with public and private agencies to implementing and promoting EV-friendly policies, gathering policy data, and managing new infrastructure, our EV team provides a complete range of consultation services. *Our EV charging station service areas include:*

<b>Preliminary Site Layout and Feasibility</b>	<b>ADA Compliance Assessment</b>	<b>Due Diligence and Site Selection</b>	<b>Power Access Assessment</b>	<b>Site Civil Layout and Design</b>	<b>Structural Engineering</b>	<b>Parking Studies and Evaluations</b>
<b>EV Fleet Conversion Planning</b>	<b>Utility Coordination</b>	<b>Lighting Design</b>	<b>Electric Bus Routing</b>	<b>Arc Flash Analysis</b>	<b>Electrical Engineering</b>	<b>Signage Design</b>
<b>Turnkey Construction Services</b>	<b>Construction Management</b>	<b>Asset Management</b>	<b>Device Interoperability Assessment</b>	<b>Host Site Coordination and Selection</b>	<b>Environmental Engineering</b>	<b>Jurisdictional Coordination and Permitting Support</b>

Kimley-Horn has incorporated EV charging stations into municipal, fleet, retail, office, industrial, and residential projects. We understand that retrofitting existing sites is an inevitable challenge on many EV projects, as are the long lead times for equipment and for energization from electric utilities. Our clients rely on our civil, electrical, structural, and planning expertise in overcoming these barriers to support the timely execution of well-designed, user-friendly charging sites.

Kimley-Horn is at the forefront of EV charging design in Northern California. Our experience allows us to perform all design services in-house including Civil, Electrical, Landscape and even Structural Design. We have worked on over 75 EV charging sites in Sacramento County over the last five years working with private developers and municipalities to install Level 1, Level 2 and Level 3 direct current fast charging(DCFC) Charging Stations. Our active portfolio includes over 450 EV projects throughout California.

 **450+**  
Active EV Charging Infrastructure projects in CA

 **75+**  
EV Charging Infrastructure projects in the Bay Area

# DESIGN SERVICES FOR THE EV CHARGING STATION PROJECT ATTACHMENT 3



The matrix below provides a sample of Kimley-Horn's recent (past 5 years) depth of experience with a broad range of EV projects and services. More detailed information on our project experience is provided after the matrix.

Client	Project	EV Charging Site Design	EV Charger Site Analysis	Implementation Planning	Stakeholder Coordination
<i>California Public Agency Clients</i>					
City of San Jose	Milligan Parking Lot	✓	✓		
City of Menlo Park	Downtown Parking Lot Design including EVCS (2 sites)	✓	✓	✓	
San Mateo County	Design of EV Charging Stations (14 sites)	✓	✓	✓	
City of West Sacramento	Design of EV Charging Stations (5 sites)	✓		✓	✓
Los Angeles County Metropolitan Transportation Authority (LA Metro)	Bus Electric Vehicle Charging Station (EVCS) Design (Multiple Projects)	✓	✓	✓	
City of Long Beach	Transit Facilities and Fleet Electrification Assessment	✓		✓	
AC Transit	Divisions 2 and 4 Battery Electric Bus (BEB) Facilities Infrastructure Upgrades	✓		✓	

# DESIGN SERVICES FOR THE EV CHARGING STATION PROJECT



Client	Project	EV Charging Site Design	EV Charger Site Analysis	Implementation Planning	Stakeholder Coordination
City of Laguna Niguel	EV Charging Station Policy and Program Study			✓	
City of Malibu	Green Fleet Plan and Charging Infrastructure Plan		✓	✓	
San Diego Association of Governments (SANDAG)	Regional EV Charger Management Strategy		✓	✓	✓
Santa Barbara Metropolitan Transportation District	Facilities Master Plan and EV Conversion	✓		✓	
University of California, Davis (UC Davis)	University Fleet Vehicles Electrification Plan		✓	✓	✓
Norman Y. Mineta San Jose International Airport	EVSE Feasibility Study for Parking Facilities	✓	✓	✓	
County of Santa Cruz	EV Charging Infrastructure Site Assessment and Planning		✓	✓	
Capital SouthEast Connector Joint Powers Authority	Medium- and Heavy-Duty EV Charging Hub Strategy		✓	✓	
WattEV	SWIFT Project			✓	
City of Artesia	BEB Charging Station Deployment	✓			
MTS	Route 925 Iris Rapid	✓	✓	✓	
<i>National Private Clients (*Confidential Client)</i>					
*E-Commerce Company	EV Readiness for Warehouses and Last-Mile Facilities	✓		✓	
*EVSE Network Operator	National EV Charger Rollout	✓	✓		
*Electric Utility Company	EV Charger Gap Analysis and Siting Study		✓	✓	
*Medium- and Heavy-Duty Electric Truck Charging Hub Developer	Large-Scale DCFC Hub Design and Implementation	✓		✓	
*National Technology Company	EV Charging Hubs and Research and Development Facilities	✓	✓	✓	
*National Fuel Station Chain	EV Charger Infrastructure Deployment Strategy and Site Design	✓	✓	✓	
*Electric Car Manufacturer	Professional Engineering Services and EV Charging Stations	✓		✓	
EVgo	EV Charging Station Siting, Design, and Deployment Support	✓	✓		

# DESIGN SERVICES FOR THE EV CHARGING STATION PROJECT ATTACHMENT 3



Client	Project	EV Charging Site Design	EV Charger Site Analysis	Implementation Planning	Stakeholder Coordination
*Autonomous Driving Company	EV Charging for Private Fleet Electrification	✓	✓	✓	
*Automotive Conglomerate	EV Charging Facilities and Hub sites	✓	✓	✓	
<i>National Public Agency Clients</i>					
North Carolina DOT	North Carolina Clean Transportation Plan		✓	✓	✓
North Carolina DOT	NEVI Deployment Plan		✓	✓	✓
City of Raleigh, NC	Fleet Electrification and EV Infrastructure Study	✓		✓	
Davidson College	EV Charging Needs Assessment and Site Design	✓	✓	✓	✓
OmniRide Virginia	Zero-Emission Bus Feasibility Study		✓	✓	
West Virginia DOT	National EV Charging Infrastructure (NEVI) Deployment Plan		✓	✓	✓
County of Broward, FL	Airport-Wide EV Accommodation Study		✓	✓	✓
City of Mesa, AZ	EV Charging Infrastructure Master Plan	✓	✓	✓	✓
City of Phoenix, AZ	Zero-Emission Bus Transition Plan		✓	✓	
City of Tempe, AZ	EV Charging Infrastructure Plan	✓	✓	✓	

## Project Experience

### City of West Sacramento, Design of EV Charging Stations, West Sacramento, CA

The City of West Sacramento partnered with ChargePoint, Inc., to develop the "West Sacramento Plug-in Partnership" with the intent of deploying a robust program for expanding access and availability of EV public chargers. The City plans to install a combination of Level 2 and DCFC chargers in key locations throughout the City to provide affordable and easily accessible charging infrastructure. Kimley-Horn is working with the City on EV charging station designs at multiple municipal properties and has developed creative designs to retrofit sites with EV charging stations at the City's existing facilities. Unique accessibility solutions were frequently required to meet the needs specific to each location and charger type as well as the needs of the prospective users. Our expertise in electrical infrastructure analysis has allowed us to create cost-effective designs that maximize the amount of charging infrastructure provided to the City.

### City of San Jose, Milligan Parking Lot, San Jose, CA

In collaboration with the Santa Clara Valley Transportation Authority (VTA), Caltrain, California High Speed Rail, and Sharks Sports and Entertainment (SSE), the City of San Jose identified eight to 10 potential sites for interim parking solutions to help mitigate loss of public parking during construction of various transit improvements in the area. The "Milligan Lot" and adjacent "Lot E" have been selected by the City to meet some of the interim public parking needs, wherein Kimley-Horn is providing a range of civil engineering, landscape architecture, lighting, and EV design services

# DESIGN SERVICES FOR THE EV CHARGING STATION PROJECT



for 302 parking stalls, including 31 EV stalls and 121 EV-capable stalls. In addition to preparing surveys and developing parking layouts, Kimley-Horn is also implementing an innovative stormwater measure by using permeable concrete to maximize the number of parking spaces in the lot. This project is currently under construction.

## *County of Monterey, Courthouse Parking Lot Modernization, King City, CA*

Kimley-Horn provided project management, design, and administration services as part of Monterey County's effort to rehabilitate and modernize the Courthouse Parking Lot in King City, CA. The project replaced the staff parking area at the rear of the site, while improving overall lot functionality and incorporating new EV charging stations in both the front public area and the secured staff lot. Kimley-Horn prepared a draft electrical design submittal for the EV charging infrastructure, along with a Preliminary Stormwater Quality Compliance Package to address Site Design, Source Control, and Treatment Control Best Management Practices (BMPs), consistent with Low Impact Development (LID) requirements. Kimley-Horn also prepared one set of construction documents for the onsite improvements.

## *Confidential Nationwide Electric Vehicle Charging Infrastructure Client, Rechargeries Across the Nation including City of Stockton and City of Ripon*

Kimley-Horn works with a confidential nationwide EV charging infrastructure client that provides direct current (DC) fast charging, typically 6-12 charging stalls per site (recharger). Many of these rechargeries include an amenities building and a canopy covering the charging stations and stalls. Over a third of their portfolio is within California.

This client is known for fast-paced projects with emphasis on securing permits, utility designs, and easements to get to construction and energization. Their metrics for 2025 include opening 100 rechargeries across the nation and over 150 rechargeries in 2026. Their goals get more aggressive each year through 2030. Kimley-Horn is a trusted consultant they rely on to meet and exceed these metrics. Kimley-Horn has assembled a team of partners that provide design, permitting, and utility coordination services every day for this client. Our ability to handle large volumes of work reliably and at this client's speed has separated us from their other consultants. Kimley-Horn has become the go-to consultant to handle large volumes of work, difficult permitting jurisdictions, and utility coordination.

Kimley-Horn provides consulting services for this EV client consisting of:

- Due diligence
- Site civil and landscape engineering
- Structural engineering
- Electrical engineering
- Permitting
- Utility coordination

As of today, Kimley-Horn has started approximately \$8,000,000 in this client's projects, with the client looking to increase the volume of work by 2-3-fold for Kimley-Horn in the immediate future.

## *Confidential Supercenter, EV Public Charging Network, Nationwide, US*

In 2024, Kimley-Horn began providing civil engineering, design, permitting, and construction phase services for a confidential supercenter's nationwide rollout of public EV charging stations across 740+ of their retail locations. Each site will accommodate up to eight DCFC station dispensers.

As part of this initiative, Kimley-Horn's scope includes:

- Developing conceptual and final site plans
- Preparing design data and photometric lighting plans
- Conducting arc flash hazard analysis and environmental reporting
- Ensuring compliance with accessibility standards and brand requirements
- Producing boundary and topographic surveys
- Preparing separate instrument easements
- Providing construction phase services

# DESIGN SERVICES FOR THE EV CHARGING STATION PROJECT



This effort aligns with the client's goal to own and operate thousands of public EV chargers by 2030—not only to serve store patrons, but also to benefit the broader public. With more than 4,000 retail locations spanning rural, suburban, and urban communities, the client is uniquely positioned to make a meaningful impact on EV infrastructure accessibility nationwide.

As part of this confidential supercenter's nationwide initiative to expand public EV charging infrastructure, Kimley-Horn is partnering with 130+ electric utilities to establish new service workflows, define utility service standards, and identify preliminary energization timelines for more than 740 sites. Each retail location is equipped with up to eight 400kW DCFC station dispensers. To streamline implementation, Kimley-Horn has developed utility-specific workflows tailored to each service territory, helping ensure efficient application processes for all types of new electrical service requested by the client.

## City Experience

Kimley-Horn has experience has been working on and delivering projects to the City for nearly 20 years. Our work has taken us across your city, and we have interacted and interfaced with various communities and stakeholders. Our approach to delivering this project is informed by our work for you, so we are well prepared and well positioned to serve you. Projects we have worked on within the City in the past 5 years include:

- Grant Assistance directly with the City of Manteca
- City of Manteca Fiber Plan
- City of Manteca LRSP (Local Road Safety Plan)
- Manteca Retail Center
- Chase Bank
- Walmart
- Circle K
- Kaiser Permanente
- Starbucks
- Chevron
- Chick Fil-A
- Raising Canes

## Why Kimley-Horn?

The Kimley-Horn team not only has the capabilities to manage this program, but we have also built a local team of EV infrastructure designers, technology specialists, former deployment managers, equity specialists, development strategy planners, and more with real-world experience in what it takes to implement a program of this scale.

We have led similar EV programs and know that deploying EV chargers can present a range of challenges, but these obstacles can be overcome with our team's careful navigation and innovative solutions from past lessons learned.

By effectively addressing these challenges, the deployment of EV chargers can be successful in facilitating the transition to cleaner and more sustainable transportation



## WORK PLAN

### Project Approach and Understanding

Kimley-Horn will provide full design services, including electrical and civil design services, alongside construction support, for the implementation of EVSE infrastructure to support the adoption of electric vehicles on site. With over a decade of experience in permitting, designing, and installing thousands of EV chargers, Kimley-Horn is an early leader in the clean mobility transition. We have collaborated with nearly every major EVSE supplier in the industry and pride ourselves on being vendor-agnostic, allowing us to remain unbiased and focus solely on finding the optimal and most-innovative solution tailored to our clients' requirements.

Throughout our work with the City, the Kimley-Horn design team will be led by Shawn Rainey, PE, who will serve as the project manager and electrical engineering/EV charging lead for the project alongside Anthony Hoac, PE, who will be the civil engineering/site design lead. Kimley-Horn's local presence in Pleasanton and Oakland allows for flexibility, quick response to project needs, hands-on support, and strong client communication. The team has worked on numerous projects within the state, including several zero-emission vehicle (ZEV) initiatives. This local presence has fostered a thorough understanding of the state's regulatory landscape, including navigating the permitting process with local jurisdictions and utility frameworks. Our local presence, nationwide EV experience, and extensive portfolio demonstrate our expertise in similar projects, instilling confidence in our ability to deliver for the City. We aim to be part of a legacy program that supports the City's goals to the highest quality design and communication, making sure that our work stays on schedule and within budget.

We understand and actively work on the full EV project life cycle, which allows our team to anticipate potential challenges early in the process and communicate proactive solutions. This experience and understanding of the EV infrastructure deployment will be essential to prevent project pitfalls and implementation delays. Our team's comprehensive approach will avoid prevent gaps in scope between design and construction and make sure that the equity portion of the program is maintained throughout the full life cycle of the infrastructure's deployment.

Our team has worked on several projects with similar constraints; we understand the challenges of installing EV infrastructure on an existing infill site that is hoping to minimize disturbed areas and costly utility relocations. We aim to minimize the amount of parking loss, not just due to the EV installation in the final condition, but also during construction, to minimize disturbance to active users. We take lessons learned from our past experiences and bring them to the project in hopes of identifying these challenges early and provide innovative solutions to resolve them. Our team's innovation comes from not just our experience but our multi-disciplinary approach utilizing all of Kimley-Horn's resources and technical experience in areas such as Civil, Electrical, Landscape, Traffic and Parking with our in-house teams.

Kimley-Horn is in a unique position to help the City with this project due to the background we have gathered helping the City write the initial grant application. Through this work, Kimley-Horn already has a relationship with the City and has knowledge regarding the City's project goals and EV charging infrastructure preferences.

#### *Kick-Off Meeting*

The project will begin with a kick-off meeting between the City and the project team. During this meeting, we will review any existing site information and address any technical questions related to civil, electrical, and structural aspects. Our goal is to clarify uncertainties and propose efficient design solutions. We will also discuss the necessary items to officially start the design process, including detailed electrical as-builts (one-line diagrams and panel schedules) and accessibility requirements. Additionally, we will outline a project schedule that prioritizes key milestones.

#### *Site Visit and Pre-Design*

Following the kick-off meeting, we will conduct a site visit to compare the existing conditions with any provided as-builts and make any necessary design adjustments. During the visit, we will also assess any existing utility conflicts, accessibility and integrate our findings into the preliminary design. Final charger locations and conduct routes will be determined so there is minimal impact on existing facilities. Due to the use of Level 3 chargers, we assume the site will require new utility service with PG&E. We will provide a summary detailing our findings, constraints, and preliminary design concepts based on our site visit and our initial due diligence. This may match the concepts provided or may be tailored depending on the existing site conditions and our assessment. Our

# DESIGN SERVICES FOR THE EV CHARGING STATION PROJECT



experienced team at Kimley-Horn will thoroughly evaluate all aspects of the site to provide a comprehensive and effective design solution.

As part of this scope of work, our proposal also includes a topographic and boundary survey as well as an underground utility locate survey. The boundary survey will identify any existing easements or encumbrances on the project property. The underground utility locate will help identify any unseen utility lines. We anticipate that both will be timed prior to our site visit in order to provide the most comprehensive information prior to starting the design phase.

## *Design Stage*

Once the site visit is complete, we will begin the design phase. This phase entails developing PS&E, which we will share with the City for your review and feedback. We will begin this process by providing a Concept Design along with a Basis of Design Report, which will include information regarding sizing requirements, calculations, permitting requirements, and construction sequencing. Our goal is to make sure that the concept design meets all necessary requirements and lays a solid foundation for the final construction bids and design.

Engineering design is what brought Kimley-Horn into the EV market more than 15 years ago. Although our place in the industry has evolved as we have grown with our clients through new services and geographies, we have continually improved our craft as national leaders of EV charging infrastructure design. Design for charging station infrastructure often includes civil, electrical, and structural engineering. Depending on the health of the existing infrastructure and the extent of the proposed improvements, it may also include landscape architecture, hydrology, and geotechnical engineering. The level of detail is often dependent on agency needs and the local and state development code and permitting requirements.

We anticipate that there will be multiple iterations of the design plans, building from the Concept Design, Kimley-Horn anticipates submitting a 65% Design Package, a 95% Design Package, 100% Design Package, and Bid Design Package with a project Estimate, Specifications and revised Project Schedule at each stage. This is aligned with how our team operates on this type of project. These plans will encompass all design services required for construction, including civil, electrical, and structural. This will include elements such as final stall layout, equipment placement locations, single-line diagrams, panel schedules, and applicable details. Collaboration is key during this phase, and we will make sure that all stakeholders are involved in the decision-making process.

## *EV Charger Selection*

Selecting the appropriate EV vendor for these projects presents considerable challenges, as each charging solution offers distinct advantages, limitations, and use cases. There is no universal solution applicable to all scenarios as it is dependent on utility capacity as well as space constraints. Our team has collaborated with over 25 vendors since the early days of EV charging technology. As design consultants, we maintain a vendor-neutral approach while leveraging our extensive experience and resources to support clients in making informed decisions.

We understand that the City's grant is for the installation and design of Level 3 (DC) Fast Charging, in line with our most recent experience in the past 5 years.

## *Design Considerations and Requirements*

Accessible EV Charging in California will need to follow State and Federal requirements with the California Building Code (CBC) and California Green Code (CalGreen) at the forefront of the industry. This includes:

- CBC-11B-228 for Scoping Requirements
- CBC-11B-812 for Accessible EV Charging Stations
  - Vertical Clearance Requirements
  - Accessible Routes
  - Operable Parts
  - Accessible Signing and Striping
- CalGreen: Chapter 5.106.5.3 for EV Charging Requirements
- California Electrical Code (CEC)

# DESIGN SERVICES FOR THE EV CHARGING STATION PROJECT



- Assembly Bill (AB) 1236 and AB 970, which are both in place to help streamline and expedite the permitting process for EVCS
- US Access Board: Technical Assistance Documents for Design Recommendations for Accessible EV Charging Stations
- Specific Municipal codes as applicable

We also understand that there is a new code cycle occurring in Jan 2026.

Specific to this project, a few items we will access for design consideration include:

- Existing electrical (and parking) capacity on-site
- Existing utility conflicts for conduit routing and infrastructure placement
- We understand that these chargers are public-facing EV charging stations and will need to comply with accessibility requirements per CBC 11B-812.
- Locality of each EV Stall to minimize construction costs, including:
  - Ease of connecting the accessibility stalls to the existing path of travel or building it serves
  - Locating the accessible stalls in existing slope compliant areas
  - Proximity of stalls to each other and the transformer to minimize the conduit runs
  - Location of Level 3 (DCFC) stalls to corresponding equipment
- Clear space, bollard and access requirements for electrical equipment
- Existing parking, loss of stalls, and usability

## *Electrical Utility Coordination*

Electric utility coordination is often the cornerstone of EV charging projects and can make or break a project's schedule and budget. With EV projects, it is never too early to speak with the utility provider, so they are kept in the loop of the project's intent and schedule. As the electric utility provider of the site, PG&E will be a key stakeholder through the life of the project. Through partnering with them regularly on EV projects (predominantly using their Electric Vehicle Infrastructure Rule 29 process) and non-EV projects, our team understands their process and has developed a strategy to streamline a path to energization.

We will meet with PG&E early, once a concept plan is developed, to discuss design intent. Since this site has been identified to need a new utility service or utility service upgrade, Kimley-Horn will need to prepare a conceptual site plan, conceptual single-line diagram, and load sheet with a formal service application to PG&E.

With Kimley-Horn's leadership and guidance, we will obtain a final design from PG&E to incorporate into our final design plans. Kimley-Horn will coordinate with the City to create and obtain any easements, contract signatures, and payment. Once contracts are signed, fees are paid, and easements are dedicated, PG&E will schedule their construction activities.

### *Critical Elements:*

- Schedule can often be dependent on material lead times and labor availability. Kimley-Horn's knowledge of material trends, like current transformer lead times, will help us identify and avoid roadblocks months in advance. For labor, the key is to establish a schedule that identifies risks and offers mitigation plans. Our long-standing relationship and experience working with PG&E enables us to share lessons learned to avoid delays while identifying the unavoidable.

## *Bid and Construction Support*

Kimley-Horn will support the City throughout the bid stage, answering any questions and assisting the City with issuing technical clarifications or addendums as necessary to promptly respond to prospective bid inquiries. Throughout the construction phase, Kimley-Horn will provide support and coordination with the City, General Contractor, and the electrical subcontractors. We will make sure that the construction aligns with the design and address any field changes that may arise. Once construction is complete, we will update the design plans to produce as-builts, documenting any field changes.

# DESIGN SERVICES FOR THE EV CHARGING STATION PROJECT



## Scope of Services

The task list below is based on Kimley-Horn's understanding of the project goals from the RFP and our coordination with the City during the grant application and our typical process to complete EV design packages.

### Task 1: Project Management, Meetings and Coordination

Kimley-Horn will provide project management oversight of our team's activities and coordinate with the City and other stakeholders throughout the project's duration. This includes project administration, internal project coordination meetings, and quality control on our deliverables. Kimley-Horn anticipates this task will be completed during each of the Project Phases.

- *Kick-Off Meeting:* Kimley-Horn anticipates one (1) kick-off meeting
- *Project Meetings:* Kimley-Horn will schedule, prepare for, and lead regular progress meetings with the City (up to 12) and any stakeholders to inform progress and review outstanding and future action items. Meetings are anticipated to take place via video conference call. Kimley-Horn will prepare meeting agendas and provide minutes after each meeting.
- *Project Coordination:* The Kimley-Horn project manager and task managers will supervise, coordinate, and monitor the planning and design of the project. Kimley-Horn will coordinate with the City, stakeholders, and with various planning and design functional groups for the delivery of products.
- *Project Administration:* Kimley-Horn's administration efforts include initial development of the work plan, filing system, and timely processing of invoices.
- *Schedule Management:* Kimley-Horn will provide and maintain a comprehensive project schedule including key milestone dates. We will identify any critical path activities and work to mitigate delays.
- *Monthly Updates, Progress Summary, and Invoices*

### Task 2: Site Analysis and Concept Design

#### Task 2.1: Topographic Survey and Boundary

Kimley-Horn will work with our subconsultant to provide a boundary and topographic survey within the limits and scope as defined in the RFP. The ground survey shall include all pertinent features above and below ground surface and will be on the NAD83 and NAVD88 datum. The scope of the topographic survey will include elevation features, site features, and boundary information as listed in the RFP. This task also includes title research, easement mapping, and utility locating.

#### Task 2.2: Site Visit

Kimley-Horn will complete one (1) trip to each project location to visit the site. As part of the site visit, we will note and photograph current electrical service, existing utility conflicts, structural constraints, available space, and any unique site features. Kimley-Horn will coordinate with the survey subconsultant and utility providers to acquire accurate utility data prior to the site visit. This will allow Kimley-Horn to make an initial assessment on where EV charging infrastructure can be installed without affecting the existing on-site utility infrastructure. It is assumed Kimley-Horn can travel to the site, conduct the required business at the site, and return home within one (1) day. If additional site visit effort is required beyond the scope of this task, it will be considered an additional service and be provided on an hourly basis in accordance with our then-current hourly rates. Based on the site survey, we will prepare preliminary sketches of the site and a high-level layout based on the existing conditions noted in the field and from readily available aerial imagery.

Deliverables:

- Site visit notes and photolog
- Preliminary Site Plan

#### Task 2.3: Due Diligence

Kimley-Horn will conduct due diligence on the project site, we will document any findings, including project constraints, challenges, environmental impacts, and zoning regulations. We will also engage the local utility provider (PG&E) to understand the electrical load capacity and interconnection for the site. We will develop a preliminary risk assessment and recommend mitigation strategies. Kimley-Horn will also review any as-built documentation and City-provided record drawings to incorporate into the design.

#### Task 2.4: Concept Design and Preliminary Design Report

Kimley-Horn will prepare a conceptual site plan of the proposed EV charger layout that is dimensionally accurate, parallel and perpendicular, and suitable for use in preparation of site civil construction documents, easements, and plats. This design will be based on City-provided survey and as-builts or an aerial if no existing documentation is available. This task includes identifying

# DESIGN SERVICES FOR THE EV CHARGING STATION PROJECT



expected areas of the site which will be disturbed or impacted to accommodate the required infrastructure to support the installation of the EV charging stations.

The purpose of this report is to validate the basis of design and identify any conflicts that may require an alteration to the contracted area on property.

Deliverables:

- Concept Design and Preliminary Design Report

## Task 3: Plans, Specifications, and Estimate (PS&E) Design

### Task 3.1: 65% Design Package

Upon completion of the City review of the concept design and report and attendance at one (1) meeting to discuss comments, Kimley-Horn will build upon the Basis of Design (Concept Design) to complete the 65% Design Package. Plans will incorporate comments received from the previous design package. The 65% Design Package will include plans, specifications, and an engineer's cost estimate. We will also update the project schedule during this stage. Plans will incorporate comments received from the previous design package as well as any environmental considerations. These plans will be designed to conform to the latest CBC, CalGreen, and City Standards.

The 65% Design Package is anticipated to include the following items:

- 65% Design Plans
  - Cover Sheet and Project Notes
  - Existing Conditions Plan
  - Demolition Plan
  - Erosion Control Plan and Details
  - Horizontal Control and Pavement Site Plan
  - Grading and Drainage Plan
  - Construction Details
  - Site Electrical Plan
  - Single Line Diagram
  - Electrical Calculations and Details
  - Structural Details for EV Charging Equipment
  - Landscape and Irrigation Plan (as needed)
- 65% Opinion of Probable Cost
  - Kimley-Horn will prepare one (1) Engineer's Opinion of Probable Cost of the proposed EV charging improvement scope with one (1) update. Kimley-Horn has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable cost are based on the information known to Kimley-Horn at the time and represent only Kimley-Horn's judgment as a design professional familiar with the construction industry. Kimley-Horn cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from the Opinion of Probable Cost.
- 65% Specifications (We understand the City will draft the front-end specifications)
  - First draft of Technical Specification Chapters

Deliverables:

- 65% Design Plans
- 65% Opinion of Probable Cost
- 65% Technical Specification
- Updated Project Schedule

### Task 3.2: 95% Design Package

Upon receipt of one (1), non-conflicting set of comments, Kimley-Horn will attend one (1) meeting with the City to discuss comments. Kimley-Horn will build upon the 65% Design Package to create the 95% Design Package. We will develop plans in accordance with the latest City Standards. Kimley-Horn will address and incorporate comments received on the 65% PS&E. Changes to the site layout after the start of this task may result in additional services.

This set of drawings will be used to obtain any necessary permits for the project improvements.

Deliverables:

- 95% Design Plans
- 95% Opinion of Probable Cost
- 95% Technical Specification
- Updated Project Schedule

# DESIGN SERVICES FOR THE EV CHARGING STATION PROJECT



### Task 3.3: 100% Design Package

Upon receipt of one (1), non-conflicting set of comments, Kimley-Horn will attend one (1) meeting with the City to discuss comments. Kimley-Horn will develop 100% Design Package for the City's review and approval. We will develop plans in accordance with the latest City Standards.

#### Deliverables:

- 100% Design Plans
- 100% Opinion of Probable Cost
- 100% Technical Specification
- Structural Calculation Design Package (as needed)
- Updated Project Schedule
- List of Submittals, Special Inspection, and Testing requirements
- List of long lead items
- List of any special licenses, certificates, and special qualifications, required by Contractor

### Task 3.4: Final Design Package

Upon receipt of one, non-conflicting set of comments, Kimley-Horn will develop Final Design Package for the City's review and approval. We will develop plans in accordance with the latest City Standards.

We anticipate the comments during this round to be editorial in nature, and no additional comment meeting will be scheduled. If any design changes are required during this task, it will be considered an additional service and be provided on an hourly basis in accordance with our then-current hourly rates.

#### Deliverables:

- Final, Signed Design Plans
- Final Opinion of Probable Cost
- Final Technical Specification
- Structural Calculation Design Package (as needed)
- Updated Project Schedule
- List of Submittals, Special Inspection, and Testing requirements
- List of long lead items
- List of any special licenses, certificates, and special qualifications, required by Contractor

### Task 4: Utility Coordination

Kimley-Horn will lead the PG&E Service Application and coordination process. This task includes coordination with the electrical utility provider (PG&E) for service to the site for the proposed EV charging project. This task also includes coordination meetings during comment issuances to discuss plan check review comments.

### Task 5: Bid Support

Kimley-Horn will assist the City during the project bidding phase. This task will include converting the final Construction Document Package including Plans and Technical Specifications into a comprehensive construction package in line with the City's procurement policies. Kimley-Horn will assist with the development of the evaluation criteria if requested.

Other bid support tasks may include assistance with any pre-bid conferences, responding to any pre-bid requests for information (RFIs) or bidder inquiries, and issuing addenda as necessary.

### Task 6: Engineering Services During Construction

Kimley-Horn may provide the Construction Phase Services listed below as applicable.

- Construction Meetings and Coordination: Kimley-Horn will attend (or conduct) a pre-construction meeting prior to the start of construction and attend up to one (1) construction coordination meeting(s) per week via video or teleconference. The goal of the meetings is to facilitate communication between various stakeholders and resolve any design or construction issue that may arise.
- Construction Observation Site Visits: Kimley-Horn will conduct periodic site visits during key milestone dates to observe the progress of the work. Observations will not be exhaustive or extend to every aspect of the Contractor's

# DESIGN SERVICES FOR THE EV CHARGING STATION PROJECT



work but will be limited to spot checking and similar methods of general observation. Based on the site visits, Kimley-Horn will evaluate whether the Contractor's work is generally proceeding in accordance with the Contract Documents and keep the City informed of the general progress of the work via construction reports.

- RFIs: Consultant will respond to reasonable and appropriate Contractor requests for information made in accordance with the Contract Documents and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents shall be only by the City and will be issued by Kimley-Horn as necessary via ASI.
- Shop Drawings and Material Submittals: Kimley-Horn will review submitted shop drawings and materials data for general conformance with the Contract Documents. Kimley-Horn will evaluate and determine the acceptability of substitute or "equivalent" materials proposed by the Contractor.
- Project Closeout: Kimley-Horn will prepare a punch list and assist with final inspections during project closeout to verify project was completed in general conformance with the plan documents. Kimley-Horn will assist the City with reviewing the contractor payment applications associated with the work completed. Upon final closeout, we will provide the City with any lessons learned summary from each project.
- Record Drawings: Kimley-Horn will prepare project record drawings based upon Contractor provided redlines. Kimley-Horn will conduct one punch walk during project closeout to visually observe final project conditions. A closeout survey is specifically excluded from this task and is understood to be the responsibility of the Contractor.

*Kimley-Horn will have no responsibility for any the Contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor will Kimley-Horn have any authority or responsibility to stop, supervise, control, or direct the work of any contractor. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any Contractor's failure to perform their work in accordance with the contract documents.*

## Scope of Work Assumptions

1. Existing lighting and landscape will remain with minor disturbances.
2. A geotechnical report (with pavement recommendations) will be provided by the City if needed as part of the scope of work.
3. A project stormwater pollution prevention plan (SWPPP) is not anticipated or required.
4. This scope of work excludes any wet utility design, analysis or report.
5. A hydrology and hydraulics report will not be required for this project. If such a report or related calculations are required, they can be provided, and an additional fee will be requested.
6. This project will be exempt from State Stormwater (MRP3.0) requirements, as we anticipate creating or replacing less than 5,000 SF per site. We assume hydraulic modeling/continuous storm simulation calculations are not required, nor hydromodification design.
7. No utility profiles will be required for this project.
8. Landscape impacts will be minimal. Any landscape areas disturbed would be replaced in kind with minimal need for landscape improvements. Any new or proposed landscape design services are not anticipated and can be included as an additional service.
9. Arborist services are included as an optional task due to the limited number of impacted trees.
10. Record of Survey will not be required. Traffic Control for surveying will not be required. Construction Staking is not included.

## Optional Tasks

The following tasks are not part of this initial scope of work but can be provided for an additional fee:

- Photometric and lighting design
- Landscape architecture
- Site structural design apart from equipment foundations
- Traffic control plans
- Utility capacity studies and drainage studies
- Power studies include arc flash reports

# DESIGN SERVICES FOR THE EV CHARGING STATION PROJECT



## Schedule

When evaluating the project cost and schedule for an EV charging infrastructure deployment project, it is important to identify challenges and opportunities that could impact the project's timeline and budget. Kimley-Horn understands that adhering to the project schedule of approximately 6 months (design and permitting period) per site from Notice to Proceed will help minimize the risk of cost overruns and delays, making sure that the project stays within budget and is completed in a timely manner. We will use our knowledge and lessons learned from previous projects and relationships with local utility providers (PG&E) to help make sure this project stays on schedule and budget.

Through our experience with implementing EV charging infrastructure in the San Joaquin regional area and across the country, we understand the challenges and solutions for common schedule delays in our project understanding. We will implement the following opportunities to streamline the schedule through consistent communication and quality deliverables:

- Use the full breadth of Kimley-Horn's EV experience and local relationships bridge the gap between stakeholders, specifically through:
  - Leveraging our existing database of EV charging permitting and entitlements requirements
  - Coordinating with multiple departments (Planning, Building) and utility providers to get ahead of common review hurdles, such as easement dedication language, license agreements, planning entitlement reviews, and non established review processes specific to EV charging.
- We understand PG&E's timeline for these types of projects. They will be one of the critical paths for the project's overall schedule. We will coordinate early and consistently with PG&E to make sure each project that is in need of new utility service flows through their service request process smoothly and efficiently. This includes identifying any utility service requests early, submitting for an assessment study once we have a concept site plan, and then submitting service application upon Design Development.

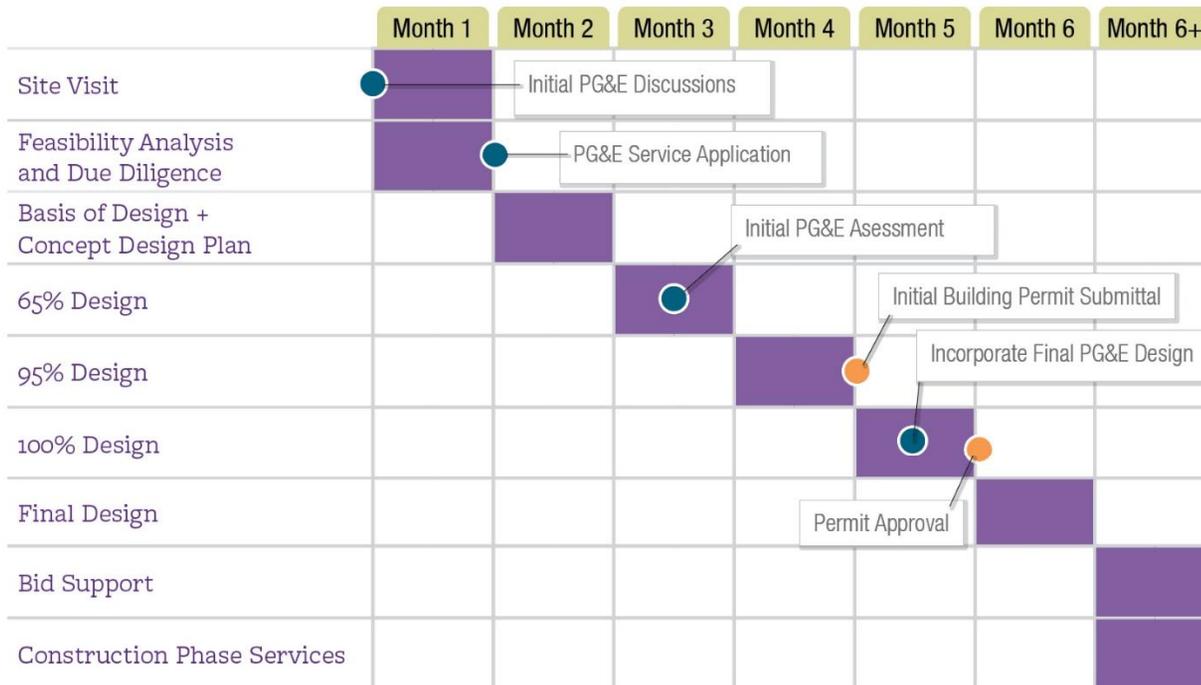
By choosing Kimley-Horn, you are getting an experienced team that does not need to start from scratch to get started. The tasks, methodologies, and deliverables are already built into our team's day-to-day workflow serving public and private EV clients throughout San Joaquin and nationwide. Leveraging the strategies outlined above, we are confident that we can minimize the schedule. Kimley-Horn is committed to delivering a timely, quality, and equitable EV infrastructure deployment program for the City.

The following page is an estimated schedule of what we expect for each site. We will minimize the design time on our end but ultimately, we find that the schedule drivers can often be the utility agency.



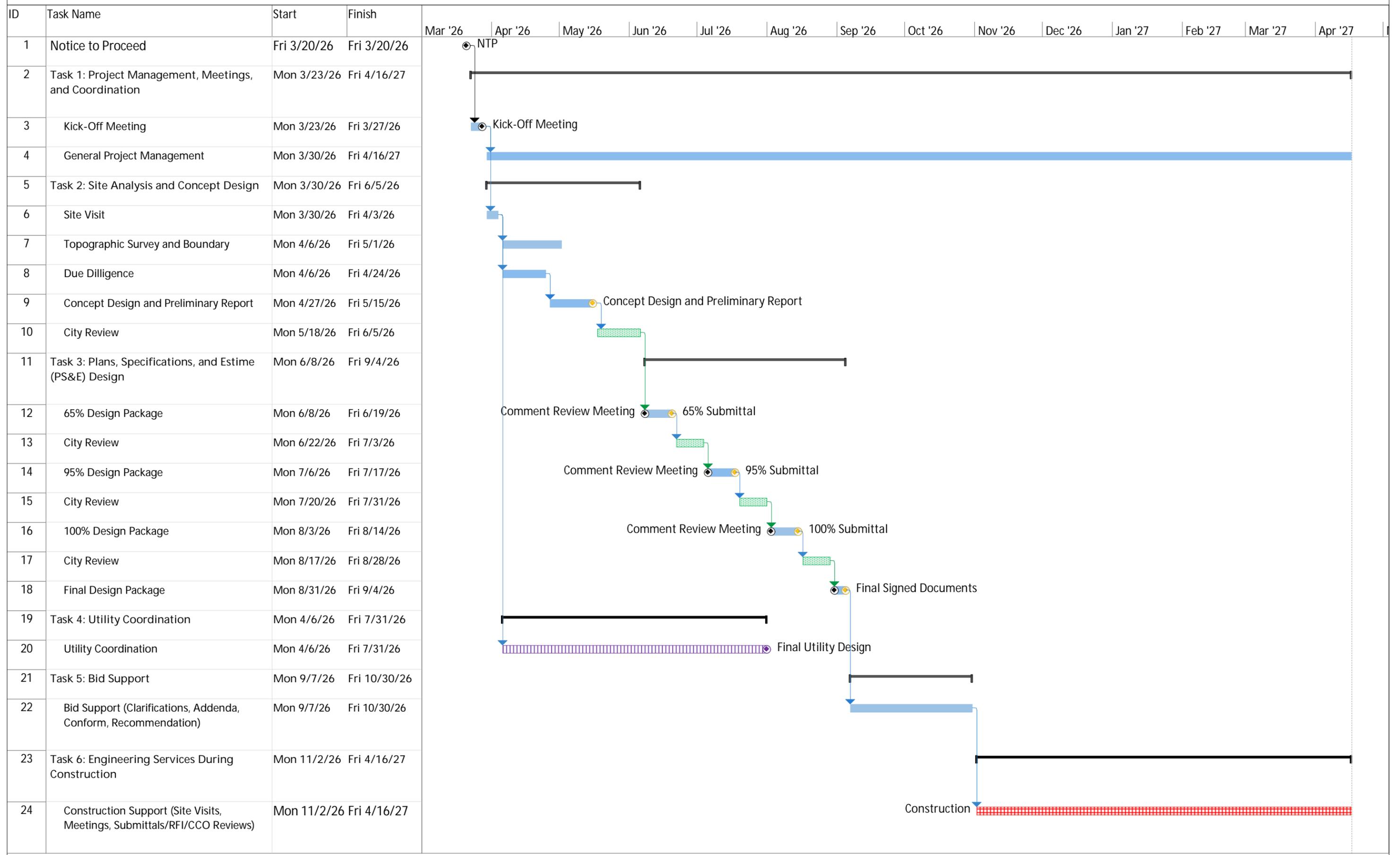
## Schedule

### MANTECA



- PG&E
- Building Permit Process

**Manteca Electric Vehicle Charging Project**





## Project Organization and Management Plan

### *Project Manager Responsibility*

Kimley-Horn operates a client-centered style of management oriented towards maintaining the high levels of quality and communication you have come to expect. Shawn Rainey, PE will serve as project manager and point-of-contact for the City throughout the project. He will guide the team through all phases of the project and work closely with throughout project development. He will also carefully evaluate/monitor job progress and report to the City. Shawn is backed by Kimley-Horn's national EV subject matter specialists, who will make sure that the quality of all deliverables are up to our standards (as detailed later in this section) and be available to the City and their stakeholders.

### *Management Plan*

#### *Work Plan*

Shawn will also be responsible for developing a comprehensive work plan at the project-scoping phase that includes a list of project tasks, scheduling requirements, staffing requirements, and material requirements necessary to complete tasks on time and within budget. The work plan will be continually monitored and revised as the project proceeds, to meet time and budget constraints. This plan will also include a project schedule that addresses key project tasks and milestones.

We will also hold progress meetings with the City as frequently as needed or however often City staff prefer. Our project managers use work plans to allocate resources, identify and describe work tasks and activities, identify the project schedule, and develop and track the project budget. The project work plan has proven to be a successful approach on our past projects, both large and small.

#### *Project Controls*

Our team understands that providing effective project management and administration is key to the success of any project. We will work alongside our proposed team members to operate as a unified team to control quality, schedule, and budget. Effective project management is predicated upon having the necessary tools in place to monitor a project's process, making sure there are open communication channels through which information can be shared, and understanding optimal processes that help key decisions at the appropriate times.

#### *Schedule Control*

This EV program will have several moving pieces and an accelerated schedule. To stay ahead, our team will take ownership of the schedule and hold weekly internal meetings with the team to ensure project goals, critical tasks, and interim milestones are met. We will meet monthly with our EV and municipal quality control/quality assurance (QC/QA) manager, Molly Tremblay, so that the quality of our work is up to par and that the schedule and budget are on track. Project manager Shawn Rainey, PE and our civil design lead, Anthony Hoac, PE, will also set deadlines that allow for contingencies, identify risks, and develop a communication plan so the team is proactive in meeting project milestones. In addition to the overall project schedule, our detailed action item list also sets and tracks deadlines for minor items to monitor commitments to the project schedule. We will communicate deliverables, delays, and other critical items to the City and document those in monthly progress reports.



## Quality Control

Since our founding, Kimley-Horn has aggressively pursued a commitment to quality for every task, deliverable, and service provided by the firm. Recognizing the importance of careful quality control, Kimley-Horn developed a QC/QA manual that every project manager is required to know and use. We strive for our procedures to facilitate the delivery of high-quality services that satisfy our clients' needs. Our QC/QA program will include the review of project documents and supporting data by our task managers and key staff who will direct individual tasks. Our QC/QA program will include the following procedures:

- **Develop Detailed Work Plan.** The work plan establishes major tasks, identifies staff members who will complete the tasks, determines how much time the tasks will take, designates the quality control review staff, and details the schedule for accomplishment. Workplans will be developed and monitored by our project manager, Shawn Rainey, PE, and supported, when necessary, by identified task leads.
- **Independent QC/QA Responsibility.** Independent QC/QA reviews will be performed by designated reviewers at the end of each project phase to verify that the project deliverables are not only technically correct but also consistent with the project's objectives.
- **Peer Reviews.** In situations involving unusual technical complexity or risk, a peer review will be initiated. Peer reviews will involve our modeling leads as well as other senior Kimley-Horn managers and risk specialists based upon the relevant subject matter.
- **Perform Meticulous Project Documentation.** Appropriate data and work papers that detail the choices that were evaluated and the basis for recommendations will support all documents. Project documentation is the responsibility of all Kimley-Horn team members.
- **Construction Administration.** Review models and project deliverables to consider constructability and maintenance implications.
- **Final Project Manager Endorsement.** Our project manager will evaluate each project deliverable for clarity, accuracy, completeness, and scope compliance.

KIMLEY-HORN  
QUALITY CONTROL IS



**ACHIEVED**  
Through adequate planning, coordination, supervision, and technical direction



**CONTROLLED**  
By assigning a manager to evaluate all work flow and procedures



**SECURED**  
Through careful surveillance of work activities by parties not involved in the initial efforts



**VERIFIED**  
Through independent reviews by qualified staff

## Budget Control

Budget control begins with developing a clear understanding of and providing the appropriate scope of work for the project. The first step in managing cost is to understand the City's vision and stakeholder expectations and then develop a detailed work plan to make these a reality. We have developed a project approach centered around fostering cost control mechanisms through incremental phasing and decision-making points in the project. These mechanisms include:

- 

**Scoping:** We will identify major challenges, meet with City staff to identify the goals and objectives, and, if necessary, meet with stakeholders to reach a consensus and clear understanding of the scope of work.
- 

**Efficient Project Team:** Our project manager, Shawn Rainey, PE, has significant experience in a variety of EV design and implementation projects. He will be your primary point-of-contact and manage a team of local professionals that are appropriate for every task.
- 

**Accounting Systems:** Bimonthly effort reports will be given to Anthony for up-to-date staffing and expense information related to their projects. By tracking labor hours and expenses for each project and task, we will continuously monitor project status and schedule.
- 

**Castaheads:** Kimley-Horn uses castaheads to detail every project's internal personnel needs and determine each person's availability. By continuously matching project needs with staff availability and considering remaining budget and effort necessary to complete the work, this system is an accurate tool for keeping our projects on schedule and within budget.



## COST PROPOSAL

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Per the City's RFP, we have provided our cost proposal in a separate, password-protected file.

**SEE EXHIBIT C**



## APPENDIX

### Contract exceptions

Kimley-Horn has reviewed the sample Agreement for Services and would like to discuss the following modifications with the City.

#### 1. SCOPE OF SERVICES:

A. Consultant ~~shall do all work, attend all meetings, produce all reports and carry out all activities necessary to complete~~ perform the services described in Exhibit "A". This AGREEMENT and its exhibits shall be known as the "Agreement Documents". [...].

#### 15. INDEMNITY AND LITIGATION COSTS:

To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, to the extent arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this AGREEMENT except such loss or damage caused solely by the active negligence, sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this AGREEMENT.

#### 16. CONSULTANT TO PROVIDE INSURANCE:

B. 5. Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions:

a. The City of Manteca, its officers, officials, employees, agents and volunteers are to be covered as additional insured's as respect to: liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 and CG 20 37 if completed operations coverage is required.

b. For any general or auto liability claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers, shall be excess of the Consultant's insurance and shall not contribute with it.

c. The applicant's general and auto liability insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

# DESIGN SERVICES FOR THE EV CHARGING STATION PROJECT



## SHAWN RAINEY, PE

*Project Manager*

Shawn is an electrical and transportation systems engineer with 11 years of design and management experience with electrical systems. His experience ranges from EV design for the most up-to-date EV technologies as well as designing lighting systems. His experience includes electrical systems design, substation design, arc flash analysis, power quality analysis, power quality studies, and electrical installation and commissioning for a variety of local and federal clients, utilities, and private sector clients. He has worked on numerous electrical projects for both public and private clients in Northern California and is well versed with PG&E.

### EDUCATION

- Bachelor of Science, Civil Engineering, California Polytechnic University, San Luis Obispo

### CREDENTIALS

- Professional Engineer in California #85704

### RELEVANT EXPERIENCE

- City of Menlo Park, Downtown Parking Lots, Menlo Park, CA – EV Charging and Electrical Design Lead
- City of West Sacramento, Design of EV Charging Stations – EV Charging and Electrical Design Lead
- City of San Jose, Milligan Parking Lot, San Jose, CA – EV Charging and Electrical Design Lead
- Confidential National Retailer's EV Network Program, Multiple Locations, US – EV and Electrical Design Lead and Project Manager
- Confidential National EV Network Provider, Engineering and Construction Services, Multiple Locations, US – EV and Electrical Design Lead
- Confidential E-Commerce Client, EV Site Design and Future Planning, Multiple Locations, US – EV and Electrical Design Lead
- City of Elk Grove, Citywide Intelligent Transportation Systems (ITS) Project, Elk Grove, CA – Project Design Lead
- City of Daly City, Regulated Output (RO) 256 and 572 Streetlight Conversion, Daly City, CA – Project Manager
- Town of Danville, San Ramon Valley Lighting Project, Danville, CA – Project Manager
- Town of Danville, Downtown Catalyst Project, Danville, CA – Lighting and Electrical Design Lead
- City of San Leandro, Design of East 14th Street (North Area) Pedestrian Lighting, San Leandro, CA – Project Manager
- City of San Leandro, Wicks and Manor Traffic Signal Modifications, San Leandro, CA – Project Manager
- County of Marin, Civic Center Lighting Upgrade Project, Marin County, CA – Project Manager
- Confidential E-Commerce Client, West Moffett Park Drive Bike and Pedestrian Access, Sunnyvale, CA – Lighting and Electrical Design Lead
- City of Daly City, Kimco Westlake, Daly City, CA – Lighting and Electrical Design Lead
- City of Livermore, Downtown Street Lighting Assessment, Livermore, CA – Project Engineer
- City of Mountain View, Downtown Street Lighting Assessment, Mountain View, CA – Project Engineer

# DESIGN SERVICES FOR THE EV CHARGING STATION PROJECT



## MOLLY TREMBLAY

QC/QA Manager

### EDUCATION

- Bachelor of Science, Structural Engineering, University of California, San Diego

Molly has a passion for projects that benefit communities through safety, equity, and active transportation-focused design. Molly has more than eight years of experience in multidisciplinary municipal and roundabout projects as well as private site developments. She has been involved in a range of projects, including planning and final design of bikeways, bicycle and pedestrian facility intersection designs, complete streets, roundabouts, roadway alignments, curb extensions, and parks. Her work with these projects includes horizontal and vertical design, ADA accessible grading, wet and dry utility plans, and collaboration with clients and local agencies to develop innovative solutions that effectively address design challenges. With a minor in literature, Molly has excellent written and verbal communication skills and a passion for communicating complex design issues to community members and writing grant applications. Molly has lead a variety of state and federal grant applications, winning more than \$88M in grant funding over the several years. Molly has been involved in all stages of grant-funded projects, from the initial studies to concept refinement and design and through to construction.

### RELEVANT EXPERIENCE

- City of Manteca, On-Call Grant Research, Writing, Manager Services, Manteca, CA – Project Manager
- City of Seaside, Broadway Avenue Complete Street Corridor PS&E, Seaside, CA – Deputy Project Manager, Funding & Outreach Lead
- City of Salinas, Williams Road Safe Street Corridor Project PA&ED, Salinas, CA – Deputy Project Manager, Funding & Outreach Lead.
- City of King, San Antonio Drive Path & Safe Routes to Schools PA&ED, King City, CA – Deputy Project Manager, Funding & Outreach Lead
- City of Salinas, Bardin Road Safe Route to School Enhancement (Improvements), Salinas, CA – Analyst.
- City of Vista, Emerald Drive Complete Street Improvements, Vista, CA – Project Analyst.
- City of Rocklin, Rocklin Road/Pacific Street Roundabout Design and Right-of-Way Services, Rocklin, CA – Analyst.
- City of Roseville, LRSP, Roseville, CA – Project Analyst
- City of Folsom, Folsom-Placerville Rail Trail Gap Closure (Regional and Statewide) Folsom, CA – Project Manager and Grant Writer
- City of West Sacramento, Highway Safety Improvement Program (HSIP) Cycle 9 Federal Projects: Traffic Safety Improvements, West Sacramento, CA – Civil Design Support
- City of Santa Cruz, Local Grant Program, Watsonville, CA – Grant Specialist
- City of Salinas, Harden Parkway Path & Safe Routes to School Project ATP Cycle 6 Grant Application, Salinas, CA – Grant Writer
- County of San Mateo, Santa Cruz Avenue Complete Street Project, Improvement Project 2023 San Mateo County Transportation Authority Pedestrian & Bicycle Program Grant Applications (3), Unincorporated San Mateo, CA – Project Manager and Grant Writer
- County of San Mateo, Santa Cruz Avenue & Alameda de Las Pulgas Improvement Project ATP Cycle 6 Grant Application (Regional and Statewide), Unincorporated San Mateo, CA – Project Manager and Grant Writer



## ANTHONY HOAC, PE

*Civil Engineering/Site Design*

Anthony has more than 16 years of experience in Northern California with both public and private-sector clients. He has extensive experience leading land development and transportation planning and design projects from preliminary due diligence to the final design and construction. He guides his clients through regulatory agency permitting, civil design, team coordination and management of a wide variety of engineering projects including small and large-scale developments. His project experience includes programmatic development, commercial and mixed-use development, small and large site retail, corporate offices and campuses, solar, hospitality, schools, as well as street infrastructure and roadway improvement projects.

### EDUCATION

- Master of Science, Civil and Environmental Engineering, University of California, Berkeley
- Bachelor of Science, Civil and Environmental Engineering, University of California, Berkeley

### CREDENTIALS

- Professional Engineer in California #82399

### RELEVANT EXPERIENCE

- Confidential EV Charging Rechargeries, Sacramento, Rancho Cordova, Roseville, CA – Program Manager
- City of Elk Grove, Elk Grove Zoo: Offsite Design Development, Elk Grove, CA – Lead Design
- City of San Jose, Milligan Parking Lot, San Jose, CA – Project Manager
- City of West Sacramento, Design of EV Charging Stations, West Sacramento, CA – QC Manager
- Confidential Autonomous EV Charging Pit Stops and Depots, Bay Area, CA – Program Manager
- EV Realty, McGraw Site, Livermore, CA – Project Manager
- Confidential National Autonomous Driving Company, Mountain View, Sunnyvale, CA – Project Manager
- Confidential National Retailer's EV Network Program, Multiple Locations, US – Engineer of Record
- Confidential E-Commerce Client, EV Site Design Multiple Locations, US – Engineer of Record
- Confidential EV Clients, EV Charging Stations, Multiple Locations, US – Engineer of Record
- Costco Warehouse, Depot Facility, Sacramento, CA – QC Manager
- City of Redwood City, Safe Routes to School (SRTS), Redwood City, CA – Deputy Project Manager
- City of Redwood City, Roosevelt Avenue, Redwood City, CA – Project Manager
- Confidential Client, Manila Drive Campus Bike and Pedestrian Path Improvements, Sunnyvale and Mountain View, CA – Project Engineer
- Confidential Client, West Moffett Park Bike and Pedestrian Path Improvements, Sunnyvale, CA – Project Engineer
- Macerich Company, Broadway Plaza Expansion, Walnut Creek, CA – Project Engineer
- City of Dublin, On-Call Engineering Services, Dublin, CA – Project Engineer
- City of Hollister, On-Call Civil Engineering and Project Management Services, Hollister, CA – Project Engineer
- City of Menlo Park, On-Call Civil Engineering Services, Menlo Park, CA – Deputy Project Manager
- City of Menlo Park, Downtown Parking Lots Survey and Design, Menlo Park, CA – Civil and Site Lead

EXHIBIT B

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700  
[Labor Code § 1861]

I am aware of the provisions of Section 3700 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 provisions of that code, and I will comply with such provisions before commencing the performance of the work of this AGREEMENT.

CONSULTANTS

By: Michael C. Mowery  
Mike Mowery, Senior Vice President

EXHIBIT C

Fee Schedule

# ATTACHMENT 3

## City of Manteca EV Charging Station

		Kimley-Horn and Associates, Inc.					TOTAL HOURS	TOTAL COST	UNICO COST	TOTAL PROJECT COSTS
Category/Title		Sr. Professional	Professional	Analyst II	Analyst I	Project Support				
197.39%	Overhead%									
196.29%	Overhead% w/o FCCM									
10%	Fee%									
	Direct Rate	\$98.91	\$73.61	\$59.56	\$54.23	\$46.85				
	Billing Rate	\$323.45	\$240.72	\$194.77	\$177.34	\$153.21				
<b>Task 1</b>	<b>Project Management, Meetings and Coordination</b>	<b>28</b>	<b>0</b>	<b>16</b>	<b>14</b>	<b>8</b>	<b>66</b>	<b>\$ 15,881.55</b>	<b>\$ -</b>	<b>\$ 15,881.55</b>
1.1	Kick-Off Meeting	4					4	\$ 1,293.82		\$ 1,293.82
1.2	Project Meetings	16		16	6		38	\$ 9,355.69		\$ 9,355.69
1.3	Project Coordination and General Project Management	8			8	8	24	\$ 5,232.04		\$ 5,232.04
<b>Task 2</b>	<b>Project Approval and Environmental Document (PAED)</b>	<b>10</b>	<b>28</b>	<b>22</b>	<b>50</b>	<b>0</b>	<b>110</b>	<b>\$ 23,126.78</b>	<b>\$ 23,516.06</b>	<b>\$ 46,642.84</b>
2.1	Topographic Survey and Boundary and Utility Locate		4		8		12	\$ 2,381.61	\$ 23,516.06	\$ 25,897.67
2.2	Site Visits		10	10			20	\$ 4,354.91		\$ 4,354.91
2.3	Due Diligence	4	6		6		16	\$ 3,802.18		\$ 3,802.18
2.4	Concept Design and Preliminary Design Report	6	8	12	36		62	\$ 12,588.07		\$ 12,588.07
<b>Task 3</b>	<b>Plans, Specification and Estimate (PS&amp;E) Design</b>	<b>22</b>	<b>44</b>	<b>76</b>	<b>162</b>	<b>0</b>	<b>304</b>	<b>\$ 61,239.80</b>	<b>\$ -</b>	<b>\$ 61,239.80</b>
3.1	65% Design Package	8	16	22	44		90	\$ 18,527.20		\$ 18,527.20
3.2	95% Design Package	8	16	28	60		112	\$ 22,533.31		\$ 22,533.31
3.3	100% Design Package	4	8	16	40		68	\$ 13,429.62		\$ 13,429.62
3.4	Final Design Package	2	4	10	18		34	\$ 6,749.67		\$ 6,749.67
<b>Task 4</b>	<b>Utility Coordination</b>	<b>14</b>	<b>0</b>	<b>16</b>	<b>12</b>	<b>0</b>	<b>42</b>	<b>\$ 9,772.83</b>	<b>\$ -</b>	<b>\$ 9,772.83</b>
4.1	Utility Service Application Submittal	2		4			6	\$ 1,426.00		\$ 1,426.00
4.2	Utility Coordination through Design	12		12	12		36	\$ 8,346.83		\$ 8,346.83
<b>Task 5</b>	<b>Bid Support</b>	<b>2</b>	<b>4</b>	<b>6</b>	<b>8</b>	<b>0</b>	<b>20</b>	<b>\$ 4,197.16</b>	<b>\$ -</b>	<b>\$ 4,197.16</b>
5.1	Bid Support	2	4	6	8		20	\$ 4,197.16		\$ 4,197.16
<b>Task 6</b>	<b>Engineering Services During Construction</b>	<b>2</b>	<b>4</b>	<b>12</b>	<b>12</b>	<b>0</b>	<b>30</b>	<b>\$ 6,075.16</b>	<b>\$ -</b>	<b>\$ 6,075.16</b>
6.1	Engineering Services During Construction	2	4	12	12		30	\$ 6,075.16		\$ 6,075.16
	<b>TOTAL HOURS</b>	<b>78</b>	<b>80</b>	<b>148</b>	<b>258</b>	<b>8</b>	<b>572</b>			
	<b>Subtotal Labor:</b>	<b>\$25,229.45</b>	<b>\$19,257.49</b>	<b>\$28,826.33</b>	<b>\$45,754.34</b>	<b>\$1,225.67</b>		<b>\$ 120,293.29</b>	<b>\$ 23,516.06</b>	<b>\$ 143,809.34</b>
	<b>Other Direct Costs</b>							<b>\$ -</b>	<b>\$ 712.00</b>	<b>\$ 712.00</b>
	ODC - Per Diem Travel								\$ 712.00	\$ 712.00
	<b>TOTAL COST:</b>							<b>\$ 120,293.29</b>	<b>\$ 24,228.06</b>	<b>\$ 144,521.34</b>



# CERTIFICATE OF LIABILITY INSURANCE

## ATTACHMENT 3

DATE (MM/DD/YYYY)

1/29/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Edgewood Partners Ins Center 3780 Mansell Rd. Suite 370 Alpharetta GA 30022		<b>CONTACT NAME:</b> Jerry Noyola <b>PHONE (A/C No. Ext):</b> 770.552.4225 <b>E-MAIL ADDRESS:</b> greylingcerts@greyling.com <b>FAX (A/C, No):</b>	
<b>INSURED</b> Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> National Union Fire Ins Co of Pittsburg <b>INSURER B:</b> Allied World Assurance Co (U.S.) Inc. <b>INSURER C:</b> New Hampshire Insurance Company <b>INSURER D:</b> Lloyd's of London <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b>	
		19445	
		19489	
		23841	
		85202	

**COVERAGES** **CERTIFICATE NUMBER:** 873685691 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	GL5268169	4/1/2025	4/1/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA4489663 (AOS) CA2970071 (MA)	4/1/2025 4/1/2025	4/1/2026 4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			03127930	4/1/2025	4/1/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC067961230 (AOS) WC013711885 (CA)	4/1/2025 4/1/2025	4/1/2026 4/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
D	Professional Liability			B0146LDUSA2504949	4/1/2025	4/1/2026	Per Claim Aggregate \$2,000,000 \$2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Re: CMAQ EV Charging Station Project.  
 City of Manteca, CA; its officers, officials, employees, agents, and volunteers are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder. Separation of Insureds applies to the General Liability Policy.

<b>CERTIFICATE HOLDER</b>  City of Manteca, CA 1001 West Center Street Suite E Manteca, CA 95337	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 04/01/2025  
forms a part of Policy No. CA4489663  
issued to **KIMLEY-HORN AND ASSOCIATES, INC.**  
by **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

*This endorsement modifies insurance provided under the following:*

BUSINESS AUTO COVERAGE FORM

**SCHEDULE**

**ADDITIONAL INSURED:**

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE  
ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR  
ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.

**I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured,** is  
amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated  
to include as an additional insured under this policy, as a result of any contract or agreement  
you enter into which requires you to furnish insurance to that person or organization of the  
type provided by this policy, but only with respect to liability arising out of use of a covered  
"auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 04/01/2025  
forms a part of Policy No. CA4489663  
issued to **KIMLEY-HORN AND ASSOCIATES, INC.**  
by **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

**INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSUREDS**

*This endorsement modifies insurance provided under the following:*

**BUSINESS AUTO COVERAGE FORM**

**Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c.,** is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



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**Authorized Representative or  
Countersignature (in States Where  
Applicable)**

# ATTACHMENT 3

POLICY NUMBER: GL5268169

COMMERCIAL GENERAL LIABILITY  
CG 20 10 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service,

maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT .

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY -  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

**SCHEDULE**

<b>Name Of Person(s) Or Organization(s):</b>
<b>PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.