

**DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE
AND BIGGS CARDOSA ASSOCIATES, INC. FOR DESIGN AND CONSTRUCTION
SUPPORT SERVICES FOR PREVENTIVE MAINTENANCE FOR VARIOUS BRIDGES**

THIS AGREEMENT, dated _____, is by and between the CITY OF SUNNYVALE ("CITY"), a California chartered municipal corporation, and Biggs Cardosa Associates, Inc. ("CONSULTANT"), a California corporation.

WHEREAS, CITY desires to secure professional services necessary for investigation, analysis, design, preparation of construction drawings and contract specifications, consultation, services during construction and other services for a project known as the Preventive Maintenance for Various Bridges Project, Caltrans Project # BPMP-5213(077); and

WHEREAS, CITY advertised a Request for Proposals (RFP) F26-285 on January 21, 2026 for Preventive Maintenance for Various Bridges Project (Re-Bid); and

WHEREAS, CITY accepted CONSULTANT's proposal on February 19, 2026; and

WHEREAS, CONSULTANT represents that it, and its sub-consultants, if any, possess the professional qualifications and expertise to provide the required services and are licensed by the State of California to practice engineering in the required disciplines;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" entitled "Scope of Work for Preventive Maintenance for Various Bridges Project #ST-25-10 BPMP-5213(077)" and in accordance and compliance with the federal funding requirements established in Chapter 10 of the CALTRANS Local Assistance Procedures Manual and associated forms attached hereto in Exhibit "D", "Federal Forms". All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. To accomplish that end, CONSULTANT agrees to assign Ron Oen, PE to this project, to act in the capacity of Project Manager and personally direct the professional services to be provided by CONSULTANT.

Except as specified in this Agreement, CONSULTANT shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to satisfactorily complete the services required in this Agreement.

2. Notice to Proceed/Completion of Services

- (a) CONSULTANT shall commence services upon receipt of a Notice to Proceed from CITY. Notice shall be deemed to have occurred three (3) calendar days after deposit in the regular course of the United States mail.
- (b) When CITY determines that CONSULTANT has satisfactorily completed the services defined in Exhibit "A," CITY shall give CONSULTANT written Notice of Final Acceptance,

and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination of completion when, in its opinion, it has satisfactorily completed the Scope of Work (Exhibit "A"), and if so requested, CITY shall make this determination within fourteen (14) days of such request.

3. Project Schedule

The Project Schedule is set forth in the attached Exhibit "A-1."

4. Allowable Cost and Payments

The method of payment for this Agreement will be based on lump sum as defined in Chapter 10 of the California Department of Transportation Local Assistance Procedures Manual. The total lump sum paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Exhibit A. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of work of the project. CONSULTANT will pay based on the CONSULTANT's Compensation Schedule, attached hereto as Exhibit "B" and incorporated herein, unless additional reimbursement is provided for by contract amendment. In no event will CONSULTANT be compensated at a rate that exceeds CITY's approved rate set forth in Exhibit A. In the event that CITY determines that a change to the work from that specified in the Exhibit "A" and Agreement is required, the contract time and/or actual costs reimbursable by CITY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in this section shall not be exceeded, unless authorized by contract amendment.

Compensation shall not exceed the amounts set forth in Exhibit "B" for each phase. In no event shall the total amount of compensation payable under this Agreement exceed the sum of Four Hundred Thirty Five Thousand Five Hundred Ninety One and 00/100 Dollars (\$435,591.00), inclusive of the fixed fee (profit) enumerated in Exhibit "B", unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

If milestone cost estimates are included in the Compensation Schedule, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from CITY before exceeding such cost estimate.

Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items as required, CITY shall have the right to delay payment and/or terminate this Agreement in accordance with Section 23.

CONSULTANT will be reimbursed as promptly as fiscal procedures will permit upon receipt by the CITY of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated in the Compensation Schedule and shall reference the project title. The final invoice must contain the final cost and all credits due CITY. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work.

5. No Assignment of Agreement

CONSULTANT bind themselves, their partners, successors, assigns, executors, and administrators to all covenants of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement or any of the work provided for under this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of CITY. However, claims for money due to or to become due to CONSULTANT from CITY under this Agreement may be assigned to a bank, trust company or other financial institutions, or to a trustee in bankruptcy, provided that written notice of any such assignment or transfer shall be first furnished to CITY. In case of the death of one or more members of CONSULTANT's firm, the surviving member or members shall complete the services covered by this Agreement. Any such assignment shall not relieve CONSULTANT from any liability under the terms of this Agreement.

6. CONSULTANT is an Independent Contractor

CONSULTANT is not an agent or employee of CITY but is an independent contractor with full rights to manage its employees subject to the requirements of the law. All persons employed by CONSULTANT in connection with this Agreement will be employees of CONSULTANT and not employees of CITY in any respect. CONSULTANT is responsible for obtaining statutory Workers' Compensation coverage for its employees.

7. CONSULTANT's Services to be Approved by a Registered Professional

All reports, costs estimates, plans and other documents which may be submitted or furnished by CONSULTANT shall be approved and signed by a qualified registered professional in the State of California. The title sheet for calculations, specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the professional responsible for their preparation.

8. Standard of Workmanship

CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform the services and its duties and obligations, expressed and implied, contained herein, and CITY expressly relies upon CONSULTANT's representations regarding its skills and knowledge. CONSULTANT shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations reports and other documents furnished under the Scope of Work (Exhibit "A") shall be of a quality acceptable to CITY. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well-organized, technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by CITY for similar projects.

9. Responsibility of CONSULTANT

CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of the services furnished by it under this Agreement. Neither CITY's review, acceptance nor payment for any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of

this Agreement and CONSULTANT shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONSULTANT's negligent performance of any of the services furnished under this Agreement.

Any acceptance by CITY of plans, specifications, calculations, construction contract documents, reports, diagrams, maps and other material prepared by CONSULTANT shall not, in any respect, absolve CONSULTANT for the responsibility CONSULTANT has in accordance with customary standards of good engineering practice in compliance with applicable Federal, State, County and/or municipal laws, ordinances, regulations, rules and orders.

10. Right of CITY to Inspect Records of CONSULTANT

CITY, through its authorized employees, representatives, or agents, shall have the right, at any and all reasonable times, to audit the books and records including, but not limited to, invoices, vouchers, canceled checks, timecards of CONSULTANT for the purpose of verifying any and all charges made by CONSULTANT in connection with this Agreement. CONSULTANT shall maintain for a minimum period of three (3) years from the date of final payment to CONSULTANT or for any longer period required by law, sufficient books and records in accordance with generally accepted accounting practices to establish the correctness of all charges submitted to CITY by CONSULTANT. Any expenses not so recorded shall be disallowed by CITY.

11. Confidentiality of Material

All ideas, memoranda, specifications, plans, calculations, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for CONSULTANT and all other written information submitted to CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT and shall not, without the prior written consent of CITY be used for any purposes other than the performance of the Project services, nor be disclosed to an entity not connected with the performance of the Project services. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is or becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall not use CITY's name, insignia or distribute exploitative publicity pertaining to the services rendered under this Agreement in any magazine, trade paper, newspaper or other medium without the express written consent of CITY.

12. No Pledging of CITY's Credit

Under no circumstances shall CONSULTANT have the authority or power to pledge the credit of CITY or incur any obligation in the name of CITY.

13. Ownership of Material

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared, under this Agreement shall be the property of CITY, but CONSULTANT may retain and use copies thereof.

CITY shall not be limited, in any way, in its use of said material, at any time, for work associated

with Project. However, CONSULTANT shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to the release of this material to third parties for work other than on Project.

14. Hold Harmless/Indemnification

Pursuant to the full language of California Civil Code Section 2782, CONSULTANT agrees to indemnify, including the cost to defend, CITY and its officers, officials, employees, representatives, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT and its employees, representatives, or agents in the performance of services under this Agreement, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of CITY; and does not apply to any passive negligence of CITY unless caused at least in part by the CONSULTANT. CITY agrees that in no event shall the cost to defend charged to the CONSULTANT exceed that professional's proportionate percentage of fault. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement.

15. Insurance Requirements

CITY requires that CONSULTANT maintain insurance requirements on the electronic insurance verification system. CONSULTANT shall procure and maintain, at its own expense, during the life of this Agreement, policies of insurance as specified in Exhibit "C" attached hereto and incorporated herein by reference and shall provide all certificates and endorsements as specified in Exhibit "C" for approval by the City Risk Manager prior to CONSULTANT (or subcontractor) commencing any work under this Agreement.

16. Wage Rates

Pursuant to Sections 1770, 1771, 1774 – 1776, 1777.5, 1813, and 1815 of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the State of California Department of Industrial Relations. Copies of such prevailing wage rates are available for review at the office of City's Director of Public Works, 456 West Olive Avenue, Sunnyvale, California 94086. Wage rates can also be obtained through the California Department of Industrial Relations website at:
<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

Bidders shall promptly notify the person identified on the cover page of this bid invitation, in writing, about all labor classifications not listed in the prevailing wage determinations but necessary for the performance of the work described in the bid documents.

The successful bidder/contractor, and each subcontractor shall keep accurate payroll records, and comply in all respects with Labor Code section 1776, including the timely response to written notices requiring copies of such records, as provided for in such section. In the event the contractor or subcontractor fails to comply within the ten day period, that contractor or subcontractor shall forfeit one hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, as provided by Labor Code section 1776(h).

Neither the notice inviting bids nor this Agreement shall constitute a representation of fact as to the prevailing wage rates upon which CONTRACTOR or any subcontractor may base any claim against CITY.

It shall be mandatory upon CONTRACTOR and upon any subcontractor to pay not less than the specified rates to all laborers, workers, and mechanics employed in the execution of the Contract. It is further expressly stipulated that CONTRACTOR shall, as a penalty to CITY, forfeit two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic paid less than the stipulated prevailing rates for any work done under this Contract by CONTRACTOR or by any subcontractor; and CONTRACTOR agrees to comply with all provisions of Section 1775 of the Labor Code.

In case it becomes necessary for CONTRACTOR or any subcontractor to employ on the project under this Agreement any person in a trade or occupation (except executives, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate is herein specified, CONTRACTOR shall immediately notify CITY who will promptly thereafter determine the prevailing rate for such additional trade or occupation and shall furnish CONTRACTOR with the minimum rate based thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

17. No Third Party Beneficiary

This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.

18. Notices

All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and sent by first class with postage prepaid, or sent by commercial courier, to address below.

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email or fax, to accomplish timely communication. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three business days after mailing.

To CITY: Dennis Ng, Assistant Director of Public Works/City Engineer
Department of Public Works
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: Biggs Cardosa Associates, Inc.
Attn: Ronald L. Oen
865 The Alameda
San Jose, CA 95126

19. Waiver

CONSULTANT agrees that waiver by CITY of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

20. Conflict of Interest

CONSULTANT shall avoid all conflicts of interest, or appearance of conflict, in performing the services and agrees to immediately notify CITY of any facts that may give rise to a conflict of interest. CONSULTANT is aware of the prohibition that no officer of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement, CONSULTANT shall not accept employment or an obligation which is inconsistent or incompatible with CONSULTANT's obligations under this Agreement.

CONSULTANT's duties and services under this agreement shall not include preparing or assisting CITY with any portion of CITY'S preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the CITY. CITY shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONSULTANT participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONSULTANT shall cooperate with CITY to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

Pursuant to CITY's Conflict of Interest Code, Council Policy 7.3.7, CITY has determined that, depending on the position, certain individuals performing services under this Agreement may be required to file a Statement of Economic Interest (Form 700), which can be found at www.fppc.ca.gov. If applicable, to facilitate electronic submittal of Form 700, CONSULTANT shall send the following information to cityclerk@sunnyvale.ca.gov: 1) first and last name(s) of CONSULTANT's employee(s); 2) email address(es) of CONSULTANT's employee(s); 3) date when CONSULTANT's employee(s) will begin work under this contract; and 4) (if known) date when CONSULTANT's employee(s) will cease work under this contract.

Government Code Section 91013 provides that any person who files a statement after its deadline shall be liable in the amount of \$10 per day, up to a maximum of \$100, in addition to any administrative penalty (up to the statutory maximum, currently \$5,000) imposed by the Fair Political Practices Commission (FPPC). If any of CONSULTANT's employee(s) is required to submit Form 700, and CITY does not receive CONSULTANT's Form 700, then CITY is required to refer this matter to the FPPC or other appropriate enforcement agency.

21. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

22. Records, Reports and Documentation

CONSULTANT shall maintain complete and accurate records of its operation, including any and all additional records required by CITY in writing. CONSULTANT shall submit to CITY any and all reports concerning its performance under this Agreement that may be requested by CITY in writing. CONSULTANT agrees to assist CITY in meeting CITY's reporting requirements to the state and other agencies with respect to CONSULTANT's work hereunder. All records, reports and documentation relating to the work performed under this Agreement shall be made available to City during the term of this Agreement.

23. Termination of Agreement

- A. If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of satisfactory services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.
- B. Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.
- C. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within (30) days after written notification of failure to pay.

24. Subcontracting

None of the services covered by this Agreement shall be subcontracted without the prior written consent of CITY. Such consent may be issued with notice to proceed if subcontract consultants are listed in the project work plan.

25. Fair Employment

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status, or any other protected characteristic in violation of state or federal law.

26. Changes

CITY or CONSULTANT may, from time to time, request changes in the terms and conditions of this Agreement. Such changes, which are mutually agreed upon by CITY and CONSULTANT, shall

be incorporated in amendments to this Agreement pursuant to Section 30 below.

27. Other Agreements

This Agreement shall not prevent either Party from entering into similar agreements with others.

28. Severability Clause.

In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

29. Captions

The captions of the various sections, paragraphs and subparagraphs, of the contract are for convenience only and shall not be considered nor referred to for resolving questions of interpretation.

30. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced in writing as an amendment to this Agreement signed by all parties. If the amendment is signed electronically, the digital signatures must comply with the requirements of California Government Code Section 16.5.

31. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

In the event of any dispute between the Parties related to this Agreement or this Project, the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each Party holding sufficient authority to resolve dispute. If such dispute cannot be resolved in this manner, before any action or litigation is initiated other than as required to secure lien rights, the dispute shall be submitted to mediation using the American Arbitration Association or another mediator as mutually selected by the Parties. Such mediation shall be completed within a reasonable period of time following either Party's written demand with each Party to bear an equal share of the mediation fees and its own respective attorney and consultant fees and costs.

REMAINDER OF PAGE IS INTENTIONALLY BLANK.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

BIGGS CARDOSA ASSOCIATES, INC.
("CONSULTANT")

APPROVED AS TO FORM:

By _____

Name/Title

City Attorney

By _____

Name/Title

Exhibit A
SCOPE OF WORK FOR
Preventive Maintenance for Various Bridges
Project # ST-25-10
BPMP-5213(077)

I. General

The City of Sunnyvale is seeking proposals from licensed Engineering firms to provide professional services for design and preparation of bid documents and construction support for the Preventive Maintenance for Various Bridges. The scope of work generally includes preparation of: applications for and supporting documents for Caltrans E76 procurement, preliminary design, design development, bid documents, and bidding/construction support services for Public Works competitive bidding. Ancillary work includes: environmental needs assessment and document preparation (CEQA and NEPA), construction cost estimating, schedule monitoring, preparation of reports and recommendations, and project management.

The project is federally funded through Bridge Preventive Maintenance Program (BPMP) for the entire duration of the project (PE, CON & CE) with 20% local match. Consultants must be familiar with the typical processes, procedures, forms, and timelines required of federal-aid projects.

II. Project Information

A. Description

This project will rehabilitate the decks of 5 bridges within the City of Sunnyvale, 3 of which are shared with the City of Santa Clara. Cost share agreements with City of Santa Clara are in place. The five bridges are to be treated with either a grind and polyester overlay or methacrylate resin treatment based on the latest field inspection completed by Caltrans in 2024. Consultant is responsible of making necessary site assessment to recommend the most suitable treatment for each bridge.

B. Location

1. Tasman Drive @ Calabazas Creek (Shared with Santa Clara)
2. Arques Avenue @ Calabazas Creek (Shared with Santa Clara)
3. Kifer Road @ Calabazas Creek (Shared with Santa Clara)
4. Mathilda Avenue @ Evelyn Avenue and Caltrain Track
5. Lochinvar Avenue @ Calabazas Creek

See Appendix 2, Project Map and Appendix 3, Project List, for more detail for each location including existing condition.

III. Consultant Scope of Services

The consultant will perform all engineering and project management related work necessary to prepare plans and specifications suitable for Public Works bidding.

Consultant services shall include but are not limited to: Project management preliminary design, design development, bid documents, bidding support, and construction support services, as further detailed below:

Task 1 - Project Management

The consultant will be the primary responsible party for managing the project's schedule and consultant contract budget and monitoring Federal funding deadline dates. In addition, the

consultant is expected to attend a monthly progress meeting and prepare action item logs for subsequent follow-up. The consultant is expected to maintain frequent and timely communication with City staff throughout the duration of the project.

All project schedules shall be prepared in Gantt chart format, utilizing Microsoft Project software. Three weeks for each City review shall be included. Schedule updates shall be provided at all progress meetings.

The Consultant will take the lead in preparing all documentation and forms necessary for NEPA clearance, then Right of Way certification and E76 approval for Construction.

- The E76 for Preliminary Engineering has already been obtained by the City.
- The Field Review with Caltrans has not yet been completed. The Consultant will lead and attend the Field Review meeting.
- Consultants proposing fee services over \$1M are subject to the Caltrans audit process.
- Consultant shall be familiar with the latest version of the Local Assistance Procedures Manual.

Consultant's own team should have provisions for quality assurance/quality control over work product prepared for the City. A statement of peer review will be required for overall constructability, coordination, and reasonable reduction in errors and omissions.

The total project budget including design, construction and contingency is \$3,122,700. This value is an initial valuation of the project prepared by Caltrans. See appendix 4 - Caltrans Initial Project Estimate for a detailed cost breakdown per project phase. Consultant is expected to design a project that can be constructed within this budget and communicate often and early with respect to the schedule and budget.

Trimble Unity Construct license and training: Consultant will be required to use Trimble Unity Construct™ software and protocols included in that software during this project, Consultant shall coordinate with City staff for training materials and Trimble Unity Construct introduction. City will provide consultant one Trimble Unity Construct license for the duration of the project. Trimble Unity Construct shall be utilized for all project management documentation and correspondence. The use of project management communications herein described is in addition to and does not replace or change any contractual responsibilities of the consultant.

The Consultant shall provide the following project administration, schedule management, quality assurance/quality control, and local assistance support services for the duration of the project:

- Attend one project kick-off meeting with City staff.
- Attend monthly progress meetings with City staff and the project team.
- Prepare and distribute meeting agendas prior to progress meetings.
- Prepare and distribute meeting minutes within one week after each progress meeting.
- Prepare and maintain a project schedule in Gantt chart format using Microsoft Project.
- Identify project tasks, subtasks, critical path items, quality assurance reviews, City review periods, and Caltrans/agency review periods in the project schedule.

- Include a three-week duration for each City submittal review.
- Provide regular schedule updates at progress meetings.
- Prepare and submit monthly progress reports with invoices.
- Include schedule updates, interim findings, percent complete, work completed, work products, budget status, and issues requiring resolution in the monthly progress reports.
- Identify and segregate invoice costs by eligible project phase, including Preliminary Engineering, Environmental Services, Design Services, and other eligible reimbursable expenses.
- Provide local assistance support for required Caltrans Local Assistance forms.
- Prepare required local assistance forms in signature-ready format for City review and submittal to Caltrans.
- Prepare the Right-of-Way Certification form.
- Prepare the Request for Authorization for Construction (RFA CON), including LAPM Exhibit 3-A and other applicable LAPM exhibits necessary to obtain Construction E-76 authorization.
- Use Trimble Unity Construct for project management documentation and correspondence.
- Coordinate with City staff for Trimble Unity Construct access, introduction, and training materials.

Deliverables for Task 1: Monthly invoices; monthly progress reports; project schedule and schedule updates; meeting agendas; meeting minutes; signature-ready Right-of-Way Certification form; signature-ready RFA CON form, including LAPM Exhibit 3-A and other applicable LAPM exhibits.

Task 2 - Preliminary Engineering Studies / Survey and Mapping / Utility Coordination/ 30% Submittal

Consultants shall be the Engineer of Record and responsible for design and preparation of complete plans, and technical specifications for the project. The consultant must perform an adequate field investigation to confirm existing conditions.

All work is to comply with all applicable rules, regulations, code, law, and good practice for public facilities. When possible, the Consultant shall incorporate “green” construction practices, sustainability, energy efficiency, and low operations and maintenance costs into recommendations and subsequent design.

Use of contractors, and all applicable subcontractors which are required to pay prevailing wages, requires registration with the State of California, Department of Industrial Relations (DIR) through the Public Works Contractor Registration Program (PWC Registration) before bidding, being awarded, or performing work on public works projects in California. This includes those performing surveying work, material testing, inspection, trucking, boring, potholing, concrete deliveries and temporary service companies who provide workers to prevailing wage contractors. For complete details, please refer to Appendix 1: Labor Compliance.

Plans and specifications shall provide sufficient detail to result in a good quality product while allowing competitive pricing where possible and appropriate and provide options to the contractor where appropriate to obtain the same good level of quality for the best bid price. Plans and specifications shall not specify proprietary products or services. Specifications shall be prepared in CSI 2020 format.

Coordination and preparation of documentation to facilitate permits and outreach with utility companies, regulatory agencies, and other stakeholders will also be consultant responsibility. This includes coordination with the City of Santa Clara for the review of shared bridges and project update. If a Storm Water Management Plan (SWMP) is required for the project, the consultant shall prepare the SWMP and hire and pay a certified third party reviewer from the SCVURPPP list of prequalified consultants as required.

All submittals shall include digital copies (PDF and native format) of all documents.

The Consultant shall perform preliminary engineering services necessary to confirm existing conditions, develop preliminary design concepts, and establish design parameters for final design. Services shall include:

- Compile and review available project data, including Caltrans inspection reports, record drawings, right-of-way information, utility records, and other available background information.
- Perform field investigations at each bridge location to confirm existing conditions and bridge repair items identified in the inspection reports.
- Identify bridge repair items to be field verified and document preliminary design constraints at each location.
- Coordinate with applicable third-party stakeholders, utility owners, and agencies, as necessary.
- Identify design parameters and develop preliminary engineering design concepts for each bridge location.
- Identify similar repair items among the bridge locations and evaluate appropriate repair approaches.
- Prepare a preliminary construction cost estimate and identify costs eligible for BPMP/HBP reimbursement.
- Conduct record survey research and prepare base mapping in AutoCAD format using available right-of-way information.
- Perform field surveys using conventional survey methods, GPS, or drones, as appropriate based on site conditions.
 - Base survey work on the City's preferred datum.
- Survey roadway surfaces as necessary to support design drawings, lane closure concepts, and cost estimating.
- Review right-of-way mapping for project needs and sufficiency.
- Prepare a Right-of-Way Requirements exhibit if additional right-of-way is identified as necessary.
- Identify utilities near or within each bridge location using USA database searches, utility records, and field survey information.
- Map utilities in AutoCAD format based on available records and survey information.
- Coordinate with utility owners to identify required utility protection measures during construction.
- Identify required PCJPB and/or VTA permits or approvals, if applicable.
- Identify construction-phase permit requirements to be included in the bid documents for the contractor, if applicable.

Assumptions / Exclusions for Task 2:

- All work is assumed to be performed within existing public right-of-way and no Title Reports will be needed.
- Utility relocations are not anticipated.
- Temporary Construction Easements are not anticipated.
- Additional survey, right-of-way services, TCE exhibits, plat maps, or legal descriptions may be provided as additional services if required.

Deliverables for Task 2: Field investigation findings; preliminary engineering studies/design criteria; preliminary construction cost estimate; base mapping in AutoCAD format; field survey data; right-of-way review documentation; utility mapping; utility coordination documentation; Right-of-Way Requirements exhibit, if required; PCJPB Subdivision Map Improvement Permit and VTA Restricted Access Permit, if required.

30% (electronic PDF file) Submittal Package:

- a. 30% plans: Cover sheet and plan sheet with base mapping and preliminary details.
- b. Cut sheets for equipment/appurtenances, if applicable.
- c. Documentation of outreach with franchise utility companies to confirm facilities are not needed to be relocated or adjusted to grade as a result of the proposed construction activities.
- d. Project schedule update.
- e. 30% construction cost estimate.
- f. Subdivision Map Improvement Permit, if required for design.
- g. Restricted Access Permit, if required for design.
- h. Table of Contents list for technical specifications.

Task 3 – Environmental Clearance & Approvals

Task 3a - Environmental Studies and CEQA/NEPA Documents

The Consultant shall provide environmental studies and CEQA/NEPA documentation necessary for project clearance. Services shall include:

- Coordinate, attend, and lead the Field Review Meeting with Caltrans and the City.
- Prepare documentation necessary to develop and obtain an approved Preliminary Environmental Study (PES) for the project.
- Prepare technical memoranda and studies necessary for NEPA clearance, including a Natural Environment Study – Minimal Impact (NES-MI), if required.
- Prepare one NES-MI covering all five bridge locations. If separate studies are determined to be required for each bridge, separate NES-MI can be developed as additional services requiring additional budget.
- Review available biological resource data within and near the project area, including special-status plant and wildlife species with potential to occur in the project area.
- Review applicable biological resource databases, including California Natural Diversity Database (CNDDB), U.S. Fish and Wildlife Service (USFWS), National Marine Fisheries Service (NMFS), and the National Wetlands Inventory (NWI).
- Delineate the Biological Survey Area (BSA), including direct and indirect impact areas and temporary construction areas.
- Prepare a BSA map for use in biological analysis.

- Perform field investigations and vegetation mapping at each bridge location as necessary to support environmental documentation.
- Coordinate with the City and Caltrans to obtain NEPA clearance and a NEPA Categorical Exclusion determination, if applicable.
- Prepare a CEQA Notice of Exemption (NOE), if applicable, for City signature and filing.
- Prepare CEQA documentation suitable for filing at the County Clerk-Recorder's Office and State Clearinghouse, if applicable.
- Determine whether public outreach is required for environmental clearance.
- Identify construction notification requirements to be included in the project specifications, including Good Neighbor Letters, if applicable.
- Determine whether the project's construction activities are subject to the NPDES Construction General Permit, including project type and risk level.

Assumptions / Exclusions for 3a:

- The project is anticipated to qualify for a CEQA Categorical Exemption and NEPA Categorical Exclusion.
- If the project description changes or unknown circumstances arise that result in greater environmental impacts, additional environmental scope and budget may be required.
- One NES-MI is assumed to cover all five bridge locations.
- Separate NES documents for each bridge location are not included.
- Public outreach during the environmental process is not included.
- The City will file the CEQA NOE and pay applicable filing fees.

Deliverables for 3a: Approved PES documentation, technical memoranda and studies necessary for NEPA clearance, NES-MI, BSA map, NEPA Categorical Exclusion supporting documentation, CEQA NOE and supporting documentation.

Task 3b – Regulatory Agency Permitting

The Consultant shall provide regulatory permitting support necessary for the project. Services shall include:

- Identify required regulatory permits and approvals for the project.
- Prepare and submit applicable regulatory permit applications.
- Coordinate with regulatory agencies during permit review.
- Respond to agency comments and requests for additional information.
- Obtain applicable regulatory permits, which may include:
 - RWQCB Section 401 Water Quality Certification
 - CDFW Section 1602 Streambed Alteration Agreement
 - U.S. Army Corps of Engineers Section 404 permit

Assumptions / Exclusions for 3b:

- PCJPB and/or VTA design-phase permit applications shall be included only if authorized as optional services.
- Permit fees are not included and are expected to be paid by the City.
- Additional permitting scope may be required if the project description changes or if regulatory agencies require additional studies, surveys, or documentation beyond the assumed scope.

Deliverables for 3b: Regulatory permit applications; agency coordination documentation; responses to agency comments; applicable regulatory permits, including RWQCB 401, CDFW 1602, and USACE 404 permits, if required. Brief memorandum of correspondence with SCVWD for permitting needs. Brief memorandum of determination if the project's construction activities are within the NPDES Construction General Permit determination memorandum including project type and risk level.

Task 4 – Final Design Within this task, Consultant will develop and independently check the complete construction documents including plans, specifications and the construction cost estimate. All PS&E contract documents will be prepared and will meet the federal requirements for Highway Bridge Program (HBP) funding.

75% Submittal: All major issues shall be resolved prior to this stage. The intent of this submittal is to provide plans and project documents in sufficient detail to allow for thorough and complete review. Applications for Right-of-Way Certification, Utility Certification, and E-76 Construction Authorization shall be underway.

The Consultant shall coordinate construction staging areas and allowable lane closure hours with the City and include applicable requirements in the contract documents. Conceptual traffic control plans shall be developed for each structure to show anticipated lane closures and traffic handling requirements. The contractor may be required to prepare final traffic control plans for City approval during construction.

The City will provide its most current front end (boilerplate) specifications template to be edited for the project, incorporated into the project construction specifications, and included into the project bid documents. For Federally funded projects, there is specific federal contract language that needs to be included in the front-end specifications. We will prepare and submit the federal contract language to the City, and the City will compile the federal contract language into the front-end specifications.

This design submittal will represent a complete draft set of construction documents to be submitted to the City and will be performed in general accordance with Caltrans Bridge Design and Details Manuals, AASHTO LRFD Bridge Design Specifications 8th Edition with California Amendments, and AutoCAD 2024.

The Consultant shall prepare and submit an electronic 75% submittal package in PDF and native format. The package shall include:

- a. **75% Plans:** Plans shall include all major project details and account for all subcontracted work. Plans shall include, as applicable, vicinity map, quantity sheets, bridge general plans identifying repair items at each structure, horizontal control, base mapping, utility information, construction staging areas, conceptual traffic control plans, existing striping and pavement markings for reference, and other details necessary for the proposed bridge repair work.
- b. **75% Technical Specifications:** Technical specifications shall be prepared in CSI 2020 format and supplemented as necessary to be consistent with applicable Caltrans Standard Specifications and federal-aid requirements. The first section shall include:
 - Bid item descriptions and measurement and payment provisions
 - List of minimum required submittals during construction
 - List of information available to bidders, with disclaimer

- Table listing all inspections, including special inspections and materials testing, and associated responsibilities
- List of materials requiring warranties and associated warranty periods
- c. Draft Notice to Contractors for City review
- d. Applicable federal contract language required for federally funded projects
- e. Project schedule update
- f. 75% construction cost estimate in the form of the bid schedule, including identification and segregation of BPMP/HBP-eligible costs
- g. Utility conflict documentation, including confirmation that utility conflicts have been resolved or a timeline for resolution has been determined
- h. Utility protection information, including identification of utility facilities by owner and type on the project plans and coordination with affected utility owners, if applicable
- i. Responses to the City's review comments on the 30% submittal, along with return of markups
- j. Signature-ready Caltrans Right-of-Way Certification Request form, if applicable
- k. Independent quality control / peer review documentation for the plans, specifications, and estimate
- l. Other supporting documentation as necessary

100% Submittal:

All issues, prior comments, and concerns shall be addressed in this submittal. The Consultant shall update the 75% Draft PS&E documents based on City review comments and independent quality control/peer review comments. The signed 100% PS&E package shall be submitted to Caltrans for E-76 approval for the Construction phase.

The Consultant shall prepare and submit an electronic 100% submittal package in PDF and native format. The package shall include:

- a. 100% Plans: Final plan set drawings, signed and sealed by the Engineer of Record and applicable disciplines. Peer review shall be completed by this stage, with the peer review statement and signature included on the cover sheet.
- b. Certification of Peer Review: The professional responsible for the independent peer review shall sign, date, and seal the following Certification of Peer Review on the final plans and specifications:

"The undersigned hereby certifies that a professional peer review of these plans and the required designs was conducted by me, a professional engineer with expertise and experience in the appropriate fields of engineering equal to or greater than the Engineer of Record, and that appropriate corrections have been made."

- c. 100% Specifications: Final specifications, including reviewed bid instructions, finalized technical specifications, and finalized Special Provisions.
- d. Project schedule update, including 100% construction schedule.
- e. 100% construction cost estimate.
- f. Responses to comments, including responses to City review comments on the 75% submittal and independent quality control/peer review comments, along with return of markups.
- g. Other supporting documentation as necessary.

Bid Package

The bid package shall be finalized upon incorporation of the City's final comments from the 100% submittal and completion of applicable agency review. The Consultant shall prepare the Final PS&E Bid Contract Documents package in accordance with the City's instructions and submit final bid documents for signature.

The Consultant shall submit digital copies in PDF and native format of the following:

- a. Final digital plan set, 24" x 36", stamped, signed, and dated on each sheet by the Engineer of Record and applicable discipline.
- b. Final specifications, including technical specifications with cover sheet stamped, signed, and dated by all necessary disciplines.
- c. Final project schedule update.
- d. Final construction cost estimate.

Task 5 - Bidding Services

The Consultant shall provide engineering support during the public bidding phase. All bidder communications shall be directed through the City's Purchasing Officer.

The Consultant shall provide the following services:

- a. Attend the pre-bid meeting.
- b. Draft responses to bidders' Requests for Information (RFIs).
- c. Assist the City in the review and processing of substitute submittals and efforts to inform plan-holders of significant response to RFIs.
- d. Prepare addenda documents, as required.
- e. Assist the City with review and processing of substitution requests, as required.
- f. Prepare and submit a conformed set of final drawings and specifications.

Deliverables: Responses to bid inquiries, as required; written evaluations of substitution requests, as required; addenda documents, as required; complete conformed set of drawings, signed and dated, 24" x 36"; final approved specifications.

Task 6 - Construction Support Services

The City's or hired construction management team will have primary responsibility for construction management and inspection. The consultant's point of contact will be the City's construction manager, not the contractor.

The following is a minimum list of services and submittals required.

- a. Attend and prepare information for an internal handoff meeting from the design team to the construction management team. Consultant shall be prepared to address: possible construction pitfalls, items for the construction management team to be aware of (special working hours, shortened timelines for submittal reviews, etc.).
- b. Attend the pre-construction meeting.
- c. Attend 4 periodic construction progress meetings.
- d. Participate in the final inspection and development of punch lists.
- e. Respond to RFIs, which includes clarifying or providing revisions or additional detail where necessary on the plans and specifications. Response to RFIs shall be timely in order to avoid construction delays and claims.
- f. For projects with a building permit, the consultant shall stamp and sign any revisions to the contract plans as a result of responses to RFIs or as a result of executed change

orders. Consultant shall ensure that all changes comply with the applicable codes. Coordination with the Building Department may be necessary.

- g. Review and respond to all submittals within the period allocated in the contract documents and as necessary to avoid construction delays and claims.
- h. Review proposed substitutions, if any, for conformance to plans and technical specifications.
- i. Review and make recommendations on proposed changes to the contract (Request for Quotations and Contract Change Orders).
- j. Prepare Final As-Built Record Drawings (PDF and native format) based upon red-lines provided by the contractor and field reviews. All changes shall be indicated in red and clouded. All plan sheets shall be stamped with red "As-Built Record Drawings" stamp. The stamp shall include Engineer of Record Company Name, name of Engineer of Record, and date of the As-Built. See suggested stamp below:

RECORD DRAWINGS
COMPANY NAME:
ENGINEER OF RECORD:
DATE:
THE RECORD DRAWINGS HAVE BEEN PREPARED BASED ON INFORMATION PROVIDED BY OTHERS. THE ENGINEER HAS NOT VERIFIED THE ACCURACY OF THIS INFORMATION AND SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH MAY BE INCORPORATED AS A RESULT.

The Record Drawings shall be prepared digitally, using AutoCAD. Final Record Drawings shall be submitted electronically, in PDF and CAD format.

- k. Participate in the "Lessons Learned Meeting" with all parties at the end of the project.

Project General Assumptions / Exclusions:

Services not anticipated to be required and not included in this scope of services but can be added as additional services if circumstances or conditions changes are outlined below:

- 1. It is assumed the five (5) project locations are all packaged in a single set of Plans, Specifications and Estimates.
- 2. Detours are anticipated only at the Mathilda / Evelyn ramp connectors.
- 3. Utility relocation or potholing will not be required. No Utility Agreements, Notice to Owner or Relocation Agreements will be required.
- 4. No Temporary Construction Easements will be required.
- 5. Right of Way mapping will be limited to available record of right of way documents. No field work to resolve record boundaries is required.
- 6. No Storm Water Pollution Prevention Plan or Storm Water Management Plan is included in this scope of services.
- 7. A Draft PES was not available for this project.

8. Protocol-level surveys for special-status species, if required, are not included in this scope of work. It is anticipated that potential for special-status plants and wildlife species can be inferred based on the surveys scoped for the project. If protocol surveys are requested, Consultant will provide an additional scope of work and budget to support this effort.
9. Two field surveys for five locations for the NES(MI) are included in this scope of work and it will be conducted during the appropriate time of year to capture potential nesting birds in the project areas to the extent feasible.
10. Focused bat habitat surveys, including bat emergence surveys, are not included in this scope of work. If requested, Consultant will provide an additional scope of work and budget to support this effort.
11. One (1) NES(MI) will be prepared for all five (5) bridge maintenance sites. If evaluation of additional sites is requested, Consultant will provide an additional scope of work and budget to support this effort.
12. A CE/CE will be the appropriate level of NEPA/CEQA documentation. If during project development or completion of environmental investigations, it is identified that the project would not qualify for a CE/CE, an additional SOW and budget will be provided to support a higher level of documentation.
13. Caltrans will prepare the NEPA Categorical Exclusion Form and Environmental Commitments Record.
14. The City will file the project CEQA Notice of Exemption with the County Clerk-Recorder's Office and the State Clearinghouse, and pay the applicable County filing fee
15. Bridge rehabilitation improvements will not affect creek hydraulic and hydraulic engineering is not required
16. Bridge rehabilitation improvements will not require geotechnical engineering services
17. Assistance and attendance at community meetings and/or public hearings are not required.
18. Signing and Striping Plans will not be prepared. The project specifications will instruct the contractor to restore existing pavement in kind. Existing striping and markings will be indicated on the plans for reference.
19. Detailed traffic handling plans, signing and striping plans, plat maps, legal descriptions, and Temporary Construction Easement documents are not included unless determined to be required or authorized as additional services.
20. Construction staging areas will be coordinated with the City and included in the contract documents. No loop detectors will be affected by the bridge repair work.
21. Optional Services Task for obtaining a Subdivision Map Improvement Permit and/or a Construction Access Permit (CAP) will be included if needed by the JCJPB and VTA, respectively.

22. Permit Fees will be paid by the City.

III. Available Documents

The below list of information is available for information only:

- No record drawing available.
- 2024 Caltrans Inspection reports.
- Utility block maps for City sanitary sewer and storm drain are available on the City's website. City staff will provide water facilities block maps as necessary.
<https://www.sunnyvale.ca.gov/city-services/online-services/maps-and-gis/utility-maps>
- Tract maps and parcel maps
- Benchmarks for vertical control are listed on the City's website:
<https://www.sunnyvale.ca.gov/home/showpublisheddocument/1590/637820851886430000>
- City standard specifications and details are available on the City's website
Details:
<https://www.sunnyvale.ca.gov/home/showpublisheddocument/2920/637822741794530000>
Specifications:
<https://www.sunnyvale.ca.gov/home/showpublisheddocument/1606/637820851912670000>

The below information will be provided during design to the consultant.

- GIS data for property lines, street center lines, and two (2) foot contours
- Aerial photographs from 2023 (ArcGIS format)
- City standard plan cover sheet

IV. Appendices (incorporated by reference from RFP F26-285)

1. Labor Compliance
2. Project Map and Condition
3. Caltrans Inspection Report (2024)
4. Caltrans Initial Project Estimate pm00204

Exhibit A-1

CITY OF SUNNYVALE BMP PROJECT SCHEDULE
07/07/2026

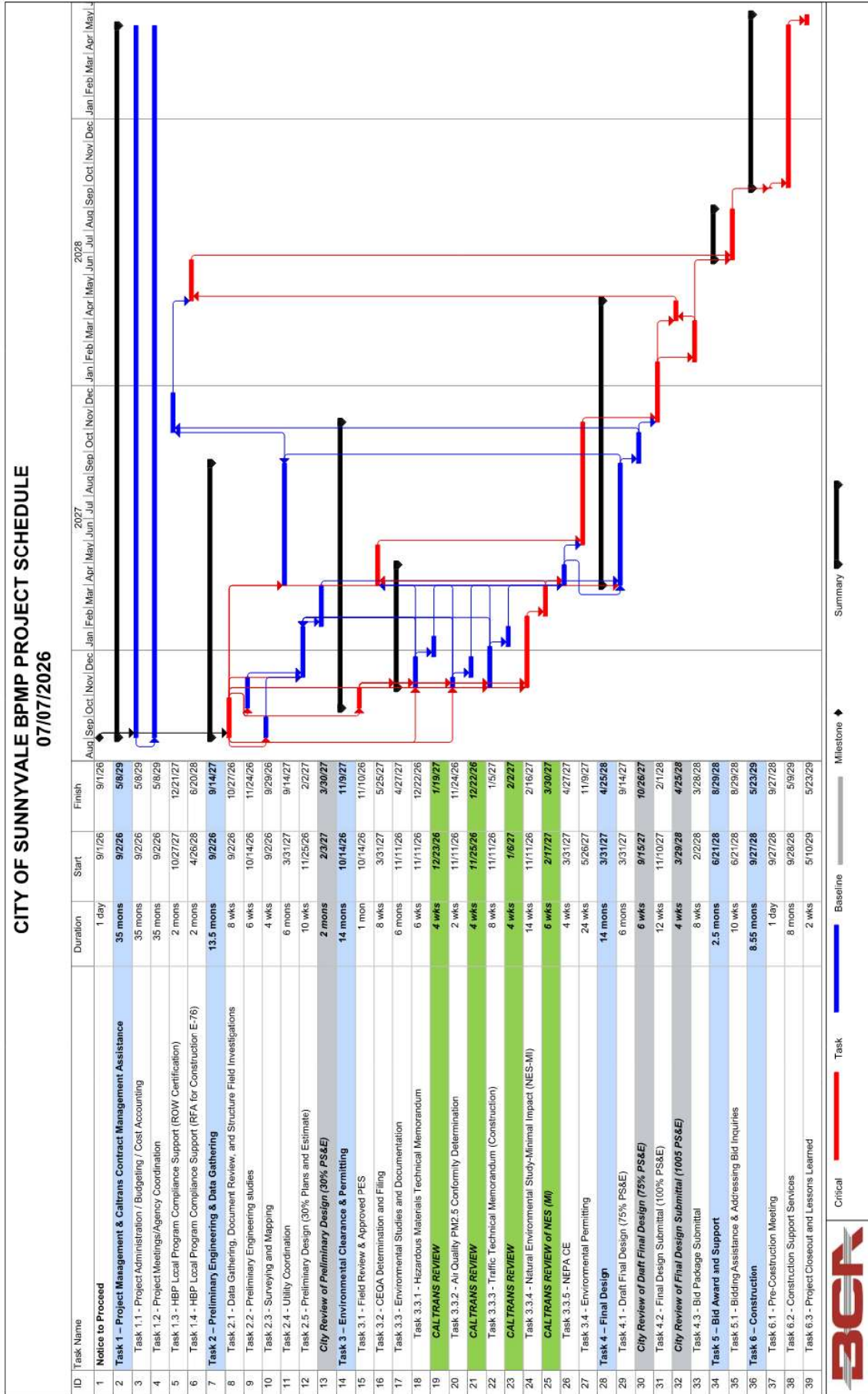


Exhibit C **INSURANCE REQUIREMENTS**

CONSULTANT shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the CONSULTANT, their agents, representatives, or employees.

Minimum Scope and Limits of Insurance. CONSULTANT shall maintain limits not less than:

1. **Commercial General Liability:** coverage written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form shall be at least as broad as CG 0001.
2. **Automobile Liability:** coverage with a combined single limit of not less than \$1,000,000 per occurrence applying to all owned, non-owned, or hired vehicles used in conjunction with this contract for bodily injury and property damage. ISO Form shall be at least as broad as CA 0001.
3. **Workers' Compensation:** Statutory Limits and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.

Industry Specific Coverages. If checked below, the following insurance is also required:

☒ **Professional Liability / Errors and Omissions Liability** coverage with limits not less than \$2,000,000 per claim.

☒ **Valuable Papers and Electronic Data Processing** with limits not less than \$10,000 each.

☐ **Cyber & Tech Liability** coverage with limits not less than of \$1,000,000 per occurrence or claim.

☐ **Commercial Crime** coverage with limits not less than \$1,000,000 per occurrence to include employee and non-employee dishonesty and theft, forgery, fraud, disappearance and destruction of money and securities.

☐ Coverage must include third party premises endorsement.

Deductibles, Self-Insured Retentions and Other Coverages:

Any deductibles or self-insured retentions must be declared and reviewed by the City of Sunnyvale, Risk Manager. The CONSULTANT shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention. Policies containing any self-insured retention provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the Named Insured or the City.

The aforementioned insurance requirements can be met through any combination of self-insured, primary and excess/umbrella policies that fulfill the stipulated coverage as cited above.

Other Insurance Provisions:

1. During the term of the Agreement, the City of Sunnyvale, its officers, officials, employees, agents, and volunteers are to be covered as an additional insured in the CONSULTANT's commercial general liability policy with respect to liability arising out of activities performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, officials, employees, agents, or volunteers.

Additional Insured Endorsement for ongoing operations at least as broad as ISO CG 20 10 Scheduled, or automatic CG 20 38 and completed operations shall be at least as broad as ISO CG 20 37 scheduled or automatic ISO CG 20 40.

2. During the term of the Agreement, the CONSULTANT's Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sunnyvale.
3. For any claims related to this agreement, the CONSULTANT's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it and shall be at least as broad as ISO CG 20 01 04 13.
4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
5. The CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by email to riskmanagement@sunnyvale.ca.gov, has been given to the City.
7. Any umbrella or excess Insurance Liability policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this document, including the additional insured, SIR, and primary and non-contributory insurance requirements for the benefit of City (if agreed to in a written contract or agreement) until all coverage carried by or available to the CONSULTANT's primary and excess liability policies are exhausted and before the City's own Insurance or self-insurance shall be called upon to contribute to a loss.
8. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT's policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum

limits of coverage of any insurance policy or proceeds available to the named insured and also available to the Additional Insured, whichever is greater.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than Superior or Excellent, and who are admitted and authorized to do business and in good standing in California unless otherwise acceptable to the City of Sunnyvale's Risk Manager.

Verification of Coverage:

City utilizes an electronic insurance verification system to track and verify all insurance related documents. City is no longer accepting insurance documents by mail and will only accept electronic insurance documents. City will email the CONSULTANT requesting proof of insurance for this Agreement through an electronic insurance verification system, which includes instructions on how to upload insurance documents electronically. CONSULTANT shall furnish the City with an electronic Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf and name City of Sunnyvale, Attn: Risk Management, 456 W. Olive Ave, Sunnyvale, CA 94088 as the certificate holder. All certificates are to be received and approved by the City, Risk Manager prior to commencement of work.

The CONSULTANT shall provide certificate(s) evidencing renewals of all insurance required herein prior to the expiration date of any such insurance. CONSULTANT shall submit insurance certificates, reflecting the policy renewals through the City's electronic insurance verification system. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Subcontractors

CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to these requirements. Failure of CONSULTANT to verify existence of subcontractor's insurance shall not relieve CONSULTANT from any claim arising from subcontractors work on behalf of CONSULTANT.

Exhibit “D”

FEDERAL FORMS

- Exhibit 10-H1 Cost Proposal Example
- Exhibit 10-K Certification of Contract Costs and Financial Management System or Alternative Documentation (Certification of Indirect Costs and Financial Management System)
- Exhibit 10-Q Disclosure of Lobbying Activities
- Exhibit 10-U Consultant in Management Support Role Conflict of Interest and Confidentially Statement

Local Assistance Procedures Manual

EXHIBIT 10-H1

Cost Proposal

Note: Mark-ups are Not Allowed

☒ Prime Consultant☐ Subconsultant☐ 2nd Tier Sub/2nd Tier SubconsultantConsultant: **Biggs Cardosa Associates, Inc.**Project No. **BPMP-5213 (077)**Contract No. **RFP No. F26-285**Date **7/23/2026****DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal/Project Manager	Ron Oen	212	\$ 128.59	\$ 27,261.08
Associate/QC Manager	John Alciati	24	\$ 115.22	\$ 2,765.28
Engineering Manager		4	\$ 98.04	\$ 392.16
Senior Engineer		375	\$ 86.90	\$ 32,587.50
Project Engineer		64	\$ 72.57	\$ 4,644.48
Staff Engineer		172	\$ 63.66	\$ 10,949.52
Assistant Engineer			\$ 53.79	\$ -
Sr CAD / BIM Specialist		154	\$ 73.21	\$ 11,274.34
Sr Project Administrator		24	\$ 90.07	\$ 2,161.68
Administrative Assistant			\$ 45.52	\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 92,036.04

b) Anticipated Salary Increases (see page 2 for calculation)

\$ -

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 92,036.04**INDIRECT COSTS**

d) Fringe Benefits (Rate: 58.40%)

e) Total Fringe Benefits [(c) x (d)] \$ 53,749.05

f) Overhead & G&A (Rate: 102.85%)

g) Overhead [(c) x (f)] \$ 94,659.07

h) General & Admin (Rate:)

i) Gen & Admin [(c) x (h)] \$ -

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ 148,408.11**FIXED FEE**k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10%** \$ 24,044.42**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Deliveries and Postage	1	EA.	\$540.00	\$ 540.00
Field Vehicle, Insurance & Gas	1	Mo	\$200.00	\$ 200.00
Travel (Lodging Meals and Incidentals)		EA.		\$ -
Title Reports		EA.		\$ -
Equipment/Materials/Supplies		Days		\$ -
Analytical Laboratory - Lead (Paint)		EA.		\$ -
Analytical Laboratory - Chromium		EA.		\$ -
Analytical Laboratory - Soluble Metal (Paint)		EA.		\$ -
Analytical Laboratory - Asbestos PLM		EA.		\$ -
Analytical Laboratory - Asbestos Point Count		EA.		\$ -
Analytical Laboratory - Total Lead (Soil)		EA.		\$ -
Analytical Laboratory - Soluble Lead (Soil)		EA.		\$ -

l) **TOTAL OTHER DIRECT COSTS** \$ 740.00**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: HMH \$118,362

Subconsultant 2: SummitWest Environmental Inc. \$52,000

Subconsultant 3: _____

Subconsultant 4: _____

Subconsultant 5: _____

Subconsultant 6: _____

m) **TOTAL SUBCONSULTANTS' COSTS** \$170,362n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$ 171,102**TOTAL COST [(c) + (j) + (k) + (n)]** \$ 435,591**NOTES:**

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

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant **Biggs Cardosa Associates**Project No. **BPMP-5213 (077)**Contract No. **RFP No. F26-285**Date **7/23/2026**

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

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$ 92,036.04	1029	= \$ 89.44	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$ 89.44	+	0%	=	\$ 89.44	Year 2 Avg Hourly Rate
Year 2	\$ 89.44	+	0%	=	\$ 89.44	Year 3 Avg Hourly Rate
Year 3	\$ 89.44	+	0%	=	\$ 89.44	Year 4 Avg Hourly Rate
Year 4	\$ 89.44	+	0%	=	\$ 89.44	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	5.00%	*	1029.0	=	51.5	Estimated Hours Year 1
Year 2	35.00%	*	1029.0	=	360.2	Estimated Hours Year 2
Year 3	47.00%	*	1029.0	=	483.6	Estimated Hours Year 3
Year 4	13.00%	*	1029.0	=	133.8	Estimated Hours Year 4
Year 5		*	1029.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	1029.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 89.44	*	51	=	\$ 4,601.80	Estimated Hours Year 1
Year 2	\$ 89.44	*	360	=	\$ 32,212.61	Estimated Hours Year 2
Year 3	\$ 89.44	*	484	=	\$ 43,256.94	Estimated Hours Year 3
Year 4	\$ 89.44	*	134	=	\$ 11,964.69	Estimated Hours Year 4
Year 5	\$ -	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 92,036.04	
Direct Labor Subtotal before Escalation				=	\$ 92,036.04	
Estimated total of Direct Labor Salary Increase				=	\$ -	Transfer to Page 1

NOTES:

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

Certification of Direct Costs:

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

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Ronald L. Oen

Title *: Principal | Vice President

Signature: 

Date of Certification: 7/23/2026

Email: roen@biggscardosa.com

Phone number: 408.550.8566

Address: 865 The Alameda, San Jose, CA 95126

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

List services the consultant is providing under the proposed contract:

Design Services including Project Management, HBP Funding Assistance, Structural, Civil, Survey, Utility Coordination, Hazmat, Environmental Clearance and Regulatory Agency Permitting to develop construction plans and specifications for preventative maintenance with methacrylate and/or polyester concrete overlay and concrete spall repairs on five (5) of city's bridge.



Inspector General

California Department of Transportation

Certification of Indirect Costs and Financial Management System

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required)

Consultant's Full Legal Name: Biggs Cardosa Associates, Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate (ICR):

Combined Rate: 161.25 Or

Home Office Rate: _____ and Field Office Rate (if applicable): _____

Facilities Capital Cost of Money (if applicable): _____

Fiscal Period:* 01/01/2025 - 12/31/2025

* Fiscal period is annual one year applicable accounting period that the ICR was developed (not the contract period). The ICR is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an ICR(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the ICR(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31).
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31.
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on the Financial Document Review Request form.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\);](#) and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirements.

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

- Total participation amount 35000000 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 2
- Years of consultant's experience with 48 CFR Part 31 is 30
- Identify the type of audits listed below that the consultant has had performed (if applicable):

Cognizant ICR Audit ☒

Local Govt ICR Audit ☒

Caltrans ICR Audit ☒

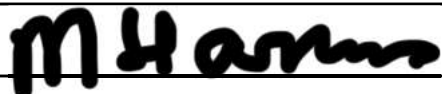
CPA ICR Audit ☒

Federal Govt ICR Audit ☐

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the ICR Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name:** Mahvash M. Harms

Title:** Executive Vice President / Sr. Principal

Signature: 

Date: 07/23/2026

Phone:**

Email:** mharms@biggscardosa.com

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: Both prime and subconsultants as parties of a contract must complete their own forms. Caltrans will not process local agency's invoices until a complete form is accepted and approved by the Independent Office of Audits and Investigations.



Inspector General

California Department of Transportation

Certification of Indirect Costs and Financial Management System

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required)

Consultant's Full Legal Name: HMH Engineers

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate (ICR):

Combined Rate: 178.64 Or

Home Office Rate: _____ and Field Office Rate (if applicable): _____

Facilities Capital Cost of Money (if applicable): 0.86

Fiscal Period:* 1/1/2024-12/31/2024

* Fiscal period is annual one year applicable accounting period that the ICR was developed (not the contract period). The ICR is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an ICR(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the ICR(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31).
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31.
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on the Financial Document Review Request form.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\)](#); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirements.

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

- Total participation amount 15,000,000.00 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 2
- Years of consultant's experience with 48 CFR Part 31 is 49
- Identify the type of audits listed below that the consultant has had performed (if applicable):

Cognizant ICR Audit ☐

Local Govt ICR Audit ☐

Caltrans ICR Audit ☐

CPA ICR Audit ☒

Federal Govt ICR Audit ☐

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the ICR Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name:** Jon Cacciotti

Title:** Vice President

Signature:  Digitally signed by Jon Cacciotti
Date: 2025.12.15 14:25:39-08'00'

Date: 12/15/2025

Phone:** (408) 487-2200

Email:** Jcacciotti@hnhca.com

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: Both prime and subconsultants as parties of a contract must complete their own forms. Caltrans will not process local agency's invoices until a complete form is accepted and approved by the Independent Office of Audits and Investigations.



Inspector General

California Department of Transportation

Certification of Indirect Costs and Financial Management System

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required)

Consultant's Full Legal Name: SummitWest Environmental, Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate (ICR):

Combined Rate: 167% Or

Home Office Rate: _____ and Field Office Rate (if applicable): _____

Facilities Capital Cost of Money (if applicable): _____

Fiscal Period: January-December 2024

* Fiscal period is annual one year applicable accounting period that the ICR was developed (not the contract period). The ICR is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an ICR(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the ICR(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31).
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31.
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on the Financial Document Review Request form.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\)](#); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirements.

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

- Total participation amount 70,000.00 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 3
- Years of consultant's experience with 48 CFR Part 31 is 4
- Identify the type of audits listed below that the consultant has had performed (if applicable):

Cognizant ICR Audit ☐

Local Govt ICR Audit ☐

Caltrans ICR Audit ☐

CPA ICR Audit ☐

Federal Govt ICR Audit ☐

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the ICR Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name:** Brian Walthour

Title:** Controller

Signature: Brian Walthour Digitally signed by Brian Walthour
Date: 2025.09.08 16:18:38 -07'00'

Date: 09/08/2025

Phone:** (714) 600-0385

Email:** brian.walthour@summitwestenv.com

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: Both prime and subconsultants as parties of a contract must complete their own forms. Caltrans will not process local agency's invoices until a complete form is accepted and approved by the Independent Office of Audits and Investigations.

Local Assistance Procedures Manual

EXHIBIT 10-H1

Cost Proposal

Note: Mark-ups are Not Allowed

Prime Consultant

Subconsultant

2nd Tier Subc 2nd Tier Subconsultant

Consultant: SummitWest Environmental Inc.Project No. City of Sunnyvale BPMP

Contract No. _____

Date 9/8/2025

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Biological Project Manager		12	\$ 73.60	\$ 883.20
Environmental PM		196	\$ 53.16	\$ 10,419.36
Assistant Project Manager		86	\$ 43.13	\$ 3,709.18
Wildlife Biologist		48	\$ 44.00	\$ 2,112.00
GIS Specialist		6	\$ 42.00	\$ 252.00
Safety Specialist		3	\$ 36.62	\$ 91.55

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 17,467.29

b) Anticipated Salary Increases (see page 2 for calculation)

\$ -

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 17,467.29

INDIRECT COSTS

d) Fringe Benefits (Rate: 14.80%)

e) Total Fringe Benefits [(c) x (d)] \$ 2,585.16

f) Overhead & G&A (Rate: 47.80%)

g) Overhead [(c) x (f)] \$ 8,349.36

h) General & Admin (Rate: 104%)

i) Gen & Admin [(c) x (h)] \$ 18,165.98

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 29,100.51

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10%

\$ 4,656.78

\$ 51,224.57

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

Description of Item	Quantity	Unit	Unit Cost	Total
Travel	3	EA.	\$199.14	\$ 597.42
Per diem	1	EA.	\$178.00	\$ 178.00
		EA.		\$ -
		EA.		\$ -
		EA.		\$ -
		EA.		\$ -

I) TOTAL OTHER DIRECT COSTS \$ 775.42

\$ 51,999.99

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

Subconsultant 1: _____

Subconsultant 2: _____

Subconsultant 3: _____

Subconsultant 4: _____

Subconsultant 5: _____

Subconsultant 6: _____

Subconsultant 7: _____

m) TOTAL SUBCONSULTANTS' COSTS \$0

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(I) + (m)] \$ 775.42

TOTAL COST [(c) + (j) + (k) + (n)] \$ 51,999.99

NOTES:

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

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant SummitWest Environmental Inc.

Project No. _____

Contract No. _____

Date _____

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

Direct Labor Subtotal	Total Hours	Avg Hourly	5 Year Contract
per Cost Proposal	per Cost Proposal	Rate	Duration
\$ 17,467.29	351	= \$ 49.84	Year 1 Avg Hourly Rate

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

Avg Hourly Rate	Proposed Escalation			
Year 1 \$ 49.84	5%	=	\$ 52.33	Year 2 Avg Hourly Rate
Year 2 \$ 52.33	5%	=	\$ 54.94	Year 3 Avg Hourly Rate
Year 3 \$ 54.94	5%	=	\$ 57.69	Year 4 Avg Hourly Rate
Year 4 \$ 57.69	5%	=	\$ 60.58	Year 5 Avg Hourly Rate

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

Estimated %	Total Hours	Total Hours
-------------	-------------	-------------

	Completed Each Year		per Cost Proposal		per Year	
Year 1	100.00%	*	350,5	=	350,5	Estimated Hours Year 1
Year 2	0.00%	*	350,5	=	0,0	Estimated Hours Year 2
Year 3	0.00%	*	350,5	=	0,0	Estimated Hours Year 3
Year 4	0.00%	*	350,5	=	0,0	Estimated Hours Year 4
Year 5		*	350,5	=	0,0	Estimated Hours Year 5
Total	100%		Total	=	350,5	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 49,84	*	351	=	\$ 17,467,29	Estimated Hours Year 1
Year 2	\$ 52,33	*	0	=	\$ -	Estimated Hours Year 2
Year 3	\$ 54,94	*	0	=	\$ -	Estimated Hours Year 3
Year 4	\$ 57,69	*	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ -	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation					\$ 17,467,29	
Direct Labor Subtotal before Escalation					\$ 17,467,29	
Estimated total of Direct Labor Salary Increase					\$ -	Transfer to Page 1

0.000%

NOTES:

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

Certification of Direct Costs:

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

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Willow R Lindsay Title *: Chief Operating Officer

Signature:  Date of Certification: 9/8/2025

Email: willow@summitwestenv.com Phone number: (406) 334-6943

Address: PO Box, 1499 Bend, OR 97709

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

List services the consultant is providing under the proposed contract:

Natural Environment Study - Minimal Impact (NES-MI); Air Quality Memo; Biological Survey Report; Traffic Tech Memo; Hazardous Materials & Hazardous Waste Tech Memo

Local Assistance Procedures Manual

EXHIBIT 10-H1

Cost Proposal

Note: Mark-ups are Not Allowed

☐ Prime Consultant☒ Subconsultant☐ 2nd Tier SubconsultantConsultant: **HMH Engineers**Project No. **BPMP-5213 (077)**Contract No. **RFP No. F26-285**Date **2/13/2026****DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Jon Cacciotti	7	\$ 108.00	\$ 756.00
Senior Civil Engineer	Linda Grevera	89	\$ 80.50	\$ 7,164.50
Design Specialist		200	\$ 57.00	\$ 11,400.00
Senior Land Surveyor		24	\$ 75.00	\$ 1,800.00
2-Man Field Crew		88	\$ 114.63	\$ 10,087.44
Project Technician		132	\$ 48.00	\$ 6,336.00
				\$ -
				\$ -
				\$ -
				\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 37,543.94

b) Anticipated Salary Increases (see page 2 for calculation)

\$ -

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 37,543.94**INDIRECT COSTS**

d) Fringe Benefits (Rate:)

e) Total Fringe Benefits [(c) x (d)] \$ -

f) Overhead & G&A (Rate:)

g) Overhead [(c) x (f)] \$ -

h) General & Admin (Rate: 178.64%)

i) Gen & Admin [(c) x (h)] \$ 67,068.49

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 67,068.49**FIXED FEE****k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10%** \$ 10,461.24**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

l) TOTAL OTHER DIRECT COSTS \$ -**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: _____
Subconsultant 2: _____
Subconsultant 3: _____
Subconsultant 4: _____
Subconsultant 5: _____
Subconsultant 6: _____
Subconsultant 7: _____

m) TOTAL SUBCONSULTANTS' COSTS \$0**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$ -**TOTAL COST [(c) + (j) + (k) + (n)]** \$ 115,073.68**NOTES:**

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

CALCULATIONS FOR ANTICIPATED SALARY INCREASESConsultant **HMH Engineers**

Project No. _____ Contract No. _____

Date **2/13/2026****1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 37,543.94	540	=	\$ 69.53	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$ 69.53	+	5%	=	\$ 73.00	Year 2 Avg Hourly Rate
Year 2	\$ 73.00	+	5%	=	\$ 76.65	Year 3 Avg Hourly Rate
Year 3	\$ 76.65	+	5%	=	\$ 80.48	Year 4 Avg Hourly Rate
Year 4	\$ 80.48	+	5%	=	\$ 84.51	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	540.0	=	540.0	Estimated Hours Year 1
Year 2	0.00%	*	540.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	540.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	540.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	540.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	540.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 69.53	*	540	=	\$ 37,543.94	Estimated Hours Year 1
Year 2	\$ 73.00	*	0	=	\$ -	Estimated Hours Year 2
Year 3	\$ 76.65	*	0	=	\$ -	Estimated Hours Year 3
Year 4	\$ 80.48	*	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ -	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 37,543.94	
Direct Labor Subtotal before Escalation				=	\$ 37,543.94	
Estimated total of Direct Labor Salary Increase				=	\$ -	Transfer to Page 1

NOTES:

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

Certification of Direct Costs:

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

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Jon Cacciotti

Title *: Vice President

Signature: 

Date of Certification: 2/13/2026

Email: Jcacciotti@hnhca.com

Phone number: 408-487-2200

Address: 1570 Oakland Road, San Jose CA 95131

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

List services the consultant is providing under the proposed contract:

Civil Engineering and Surveying

Not Applicable to Biggs Cardosa Associates, Inc.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: ☒ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☒ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☒ a. initial ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity ☒ Prime ☐ Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency: FHWA	7. Federal Program Name/Description: Highway Bridge Program (HBP) CFDA Number, if applicable n/a	
8. Federal Action Number, if known: n/a	9. Award Amount, if known: n/a	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) n/a (attach Continuation Sheet(s) if necessary)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) n/a (attach Continuation Sheet(s) if necessary)	
12. Amount of Payment (check all that apply) \$ <u>0</u> <u>n/a</u> ☐ actual ☐ planned	14. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify <u>n/a</u>	
13. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ Value <u>\$0</u> <u>n/a</u>		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: ☐ Yes ☒ No		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: <u></u> Print Name: <u>Ronald L. Oen, PE</u> Title: <u>Principal Vice President</u> Telephone No.: <u>(408) 550-1166</u> Date: <u>02/19/2026</u>		
Federal Use Only:		

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: ☒ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☒ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☒ a. initial ☐ b. material change For Material Change Only: year <u>0</u> quarter <u>0</u> date of last report <u>n/a</u>
4. Name and Address of Reporting Entity ☐ Prime ☒ Subawardee Tier <u>1</u> , if known Congressional District, if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: <u>Biggs Cardoso Associates</u> <u>865 The Alameda, San Jose, CA 95126</u> Congressional District, if known	
6. Federal Department/Agency: <u>n/a</u>	7. Federal Program Name/Description: <u>n/a</u> CFDA Number, if applicable _____	
8. Federal Action Number, if known: <u>n/a</u>	9. Award Amount, if known: <u>n/a</u>	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) <u>n/a</u> (attach Continuation Sheet(s) if necessary)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) <u>n/a</u> (attach Continuation Sheet(s) if necessary)	
12. Amount of Payment (check all that apply) \$ <u>0</u> ☐ actual ☐ planned	14. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify <u>n/a</u>	
13. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ Value <u>n/a</u>	15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)	
16. Continuation Sheet(s) attached: ☐ Yes ☒ No		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: <u></u> Print Name: <u>Jon Cacciotti</u> Title: <u>VP</u> Telephone No.: <u>408-487-2200</u> Date: <u>2/10/26</u>		
Federal Use Only:		
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Standard Form LLL Rev. 04-28-06

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NOT APPLICABLE TO SUMMITWEST EMPLOYEES**EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES**

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____, if known Congressional District , if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District , if known	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number , if applicable _____	
8. Federal Action Number , if known:	9. Award Amount , if known:	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) (attach Continuation Sheet(s) if necessary)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)	
12. Amount of Payment (check all that apply) \$ _____ ☐ actual ☐ planned	14. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____	
13. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: ☐ Yes ☐ No		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____  Print Name: _Willow Lindsay_ Title: _Chiefr Operating Officer_ Telephone No.: _403-334-6943_ Date: _2/13/2026_		
Authorized for Local Reproduction Standard Form - LLL		

Standard Form LLL Rev. 04-28-06

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Not Applicable to Biggs Cardosa Associates, Inc.

Local Assistance Procedures Manual

EXHIBIT 10-U
Consultant Management Conflict of Interest Statement

**EXHIBIT 10-U CONSULTANT IN MANAGEMENT SUPPORT ROLE CONFLICT OF INTEREST AND
CONFIDENTIALITY STATEMENT¹**

RFP/RFQ PROCUREMENT NUMBERS (if applicable): F26-285

PROJECT NAME (and FPN, if applicable)²: Professional Design Services, BPMP for Various Bridge

APPLICABILITY: To be filled out by local agency consultants in management support role.

☐ I am an employee of a consultant under contract to the local agency that is responsible for the procuring and administering of one or more consultant contracts containing either Federal or State funds.

☐ I am in a management position with the local agency, my title is listed below and I have attached my duty statement and scope of work.

☒ I hereby certify as follows:

1. I recuse myself from all potential conflicts of interest.
2. I will not directly or indirectly participate in, manage, or oversee any consultant selection procurement process in which the consulting firm of which I am employed is competing as a consultant or subconsultant.
3. I will not directly or indirectly influence any employee, staff member, or other individual participating in any consultant selection procurement process in which the consulting firm of which I am employed is as a consultant or subconsultant.
4. I will not directly or indirectly participate in, manage, or oversee any local agency contract that is with the consulting firm of which I am employed, regardless of whether the involvement of my employer in the contract is as a consultant or subconsultant. Among other things, this includes my not being involved in approving changes in the schedule, scope, deliverables or invoices.
5. I understand that if I am involved in any local agency contract that is with the consulting firm of which I am employed, in violation of 1. or 2. above, that local agency contract will no longer be eligible for Federal or State reimbursement because of my involvement.

☒ I certify that I have read and understand my responsibilities per **23 CFR 172.7(b)(5)**

☒ I fully understand that it is unlawful for a person to utilize any organization name (i.e. local agency) or auxiliary organization information, which is not a matter of public record, for personal gain.

¹ Each consultant staff working in a management support role shall complete a separate form.

² For on-call contracts or contracts for multiple projects, indicate accordingly.

Not Applicable to Biggs Cardosa Associates, Inc.

Local Assistance Procedures Manual

EXHIBIT 10-U
Consultant Management Conflict of Interest Statement

☒ I have read and fully understand all of the above.

Date: 02/19/2026

Signature: Ronald L. Oen
Digitally signed by Ronald L. Oen
DN: C=US, E=roen@biggscardosa.com, O=Biggs
Cardosa Associates, Inc., CN=Ronald L. Oen
Date: 2026.02.18 16:46:52-08'00'

Name: Ron Oen, PE

Title: Principal | Vice President

Consultant Firm/Sole Proprietor: Biggs Cardosa Associates, Inc.

**REVIEWED BY PUBLIC WORKS DIRECTOR OR AUTHORIZED LOCAL AGENCY
REPRESENTATIVE**

I have reviewed the foregoing "Conflict of Interest and Confidentiality Statement" and will ensure:

- ☐ That the foregoing named local agency consultant who is under contract and in a management support role with our local agency, abides by the foregoing terms and conditions;
- ☐ That should the foregoing named local agency consultant, who is under contract and in a management support role with our local agency, violate any of the foregoing terms and conditions, the Caltrans DLAE will be notified and such violation will be considered a breach of ethics and could be a basis for ineligibility of State or Federal project funds.
- ☐ The procedures followed to procure and execute the contract, between the local agency and the consulting firm of which I am employed, comply with all federal and state requirements. Also this contract has a specific date from _____ to _____.

Date: _____

Signature: _____

Name: _____

Title: _____

Department/Local Agency: _____

Not Applicable to Biggs Cardosa Associates, Inc.

Local Assistance Procedures Manual

EXHIBIT 10-U
Consultant Management Conflict of Interest Statement

REVIEWED/CONCURRENCE BY FEDERAL HIGHWAYS

I have reviewed the foregoing "Conflict of Interest and Confidentiality Statement" and supervisor's statement.

☐ I concur that the consultant, who is under contract and in a management support role with the local agency, does not appear to present a conflict of interest. The local agency and the consultant should be considered eligible for federal reimbursement.

☐ I do not concur as I believe that the consultant, who is under contract and in a management support role with the local agency, does appear to present a conflict of interest.

Date: _____

Signature: _____

Name: _____

Position: _____

Distribution: 1) Copy to: DLAE for each Federal/State funded project
2) Copy to be returned to Local Agency by DLAE with FHWA approval

Page 3 of 3
January 2018

Local Assistance Procedures Manual

EXHIBIT 10-U
Consultant Management Conflict of Interest Statement**EXHIBIT 10-U CONSULTANT IN MANAGEMENT SUPPORT ROLE CONFLICT OF INTEREST AND
CONFIDENTIALITY STATEMENT¹**

RFP/RFQ PROCUREMENT NUMBERS (if applicable): _____

PROJECT NAME (and FPN, if applicable)²: _____

APPLICABILITY: To be filled out by local agency consultants in management support role.

☐ I am an employee of a consultant under contract to the local agency that is responsible for the procuring and administering of one or more consultant contracts containing either Federal or State funds.

☐ I am in a management position with the local agency, my title is listed below and I have attached my duty statement and scope of work.

☒ I hereby certify as follows:

1. I recuse myself from all potential conflicts of interest.
2. I will not directly or indirectly participate in, manage, or oversee any consultant selection procurement process in which the consulting firm of which I am employed is competing as a consultant or subconsultant.
3. I will not directly or indirectly influence any employee, staff member, or other individual participating in any consultant selection procurement process in which the consulting firm of which I am employed is as a consultant or subconsultant.
4. I will not directly or indirectly participate in, manage, or oversee any local agency contract that is with the consulting firm of which I am employed, regardless of whether the involvement of my employer in the contract is as a consultant or subconsultant. Among other things, this includes my not being involved in approving changes in the schedule, scope, deliverables or invoices.
5. I understand that if I am involved in any local agency contract that is with the consulting firm of which I am employed, in violation of 1. or 2. above, that local agency contract will no longer be eligible for Federal or State reimbursement because of my involvement.

☒ I certify that I have read and understand my responsibilities per **23 CFR 172.7(b)(5)**

☒ I fully understand that it is unlawful for a person to utilize any organization name (i.e. local agency) or auxiliary organization information, which is not a matter of public record, for personal gain.

¹ Each consultant staff working in a management support role shall complete a separate form.

² For on-call contracts or contracts for multiple projects, indicate accordingly.

Local Assistance Procedures Manual

EXHIBIT 10-U
Consultant Management Conflict of Interest Statement

☒ I have read and fully understand all of the above.

Date: 02/10/2026

Signature:   Digitally signed by Jon Cacciotti
Date: 2026.02.10 11:10:32-08'00'

Name: _____

Title: _____

Consultant Firm/Sole Proprietor: _____

**REVIEWED BY PUBLIC WORKS DIRECTOR OR AUTHORIZED LOCAL AGENCY
REPRESENTATIVE**

I have reviewed the foregoing "Conflict of Interest and Confidentiality Statement" and will ensure:

- ☐ That the foregoing named local agency consultant who is under contract and in a management support role with our local agency, abides by the foregoing terms and conditions;
- ☐ That should the foregoing named local agency consultant, who is under contract and in a management support role with our local agency, violate any of the foregoing terms and conditions, the Caltrans DLAE will be notified and such violation will be considered a breach of ethics and could be a basis for ineligibility of State or Federal project funds.
- ☐ The procedures followed to procure and execute the contract, between the local agency and the consulting firm of which I am employed, comply with all federal and state requirements. Also this contract has a specific date from _____ to _____.

Date: _____

Signature: _____

Name: _____

Title: _____

Department/Local Agency: _____

Local Assistance Procedures Manual

EXHIBIT 10-U
Consultant Management Conflict of Interest Statement**REVIEWED/CONCURRENCE BY FEDERAL HIGHWAYS**

I have reviewed the foregoing "Conflict of Interest and Confidentiality Statement" and supervisor's statement.

- ☐ I concur that the consultant, who is under contract and in a management support role with the local agency, does not appear to present a conflict of interest. The local agency and the consultant should be considered eligible for federal reimbursement.
- ☐ I do not concur as I believe that the consultant, who is under contract and in a management support role with the local agency, does appear to present a conflict of interest.

Date: _____

Signature: _____

Name: _____

Position: _____

Distribution: 1) Copy to: DLAE for each Federal/State funded project
2) Copy to be returned to Local Agency by DLAE with FHWA approval

Page 3 of 3
January 2018

**EXHIBIT 10-U CONSULTANT IN MANAGEMENT SUPPORT ROLE CONFLICT OF INTEREST AND
CONFIDENTIALITY STATEMENT¹**

RFP/RFQ PROCUREMENT NUMBERS (if applicable): F25-527

PROJECT NAME (and FPN, if applicable)²: BPMP-5213(077)

APPLICABILITY: To be filled out by local agency consultants in management support role.

☐ I am an employee of a consultant under contract to the local agency that is responsible for the procuring and administering of one or more consultant contracts containing either Federal or State funds.☐ I am in a management position with the local agency, my title is listed below and I have attached my duty statement and scope of work.☐ I hereby certify as follows:

1. I recuse myself from all potential conflicts of interest.
2. I will not directly or indirectly participate in, manage, or oversee any consultant selection procurement process in which the consulting firm of which I am employed is competing as a consultant or subconsultant.
3. I will not directly or indirectly influence any employee, staff member, or other individual participating in any consultant selection procurement process in which the consulting firm of which I am employed is as a consultant or subconsultant.
4. I will not directly or indirectly participate in, manage, or oversee any local agency contract that is with the consulting firm of which I am employed, regardless of whether the involvement of my employer in the contract is as a consultant or subconsultant. Among other things, this includes my not being involved in approving changes in the schedule, scope, deliverables or invoices.
5. I understand that if I am involved in any local agency contract that is with the consulting firm of which I am employed, in violation of 1. or 2. above, that local agency contract will no longer be eligible for Federal or State reimbursement because of my involvement.

☐ I certify that I have read and understand my responsibilities per **23 CFR 172.7(b)(5)**☐ I fully understand that it is unlawful for a person to utilize any organization name (i.e. local agency) or auxiliary organization information, which is not a matter of public record, for personal gain.¹ Each consultant staff working in a management support role shall complete a separate form.² For on-call contracts or contracts for multiple projects, indicate accordingly.

Local Assistance Procedures Manual

EXHIBIT 10-U
Consultant Management Conflict of Interest Statement

☒ I have read and fully understand all of the above.

Date: 2/13/2026 Signature: 

Name: Willow Lindsay

Title: Chief Operating Officer

Consultant Firm/Sole Proprietor: SummitWest Environmental, Inc.

**REVIEWED BY PUBLIC WORKS DIRECTOR OR AUTHORIZED LOCAL AGENCY
REPRESENTATIVE**

I have reviewed the foregoing "Conflict of Interest and Confidentiality Statement" and will ensure:

☐ That the foregoing named local agency consultant who is under contract and in a management support role with our local agency, abides by the foregoing terms and conditions;

☐ That should the foregoing named local agency consultant, who is under contract and in a management support role with our local agency, violate any of the foregoing terms and conditions, the Caltrans DLAE will be notified and such violation will be considered a breach of ethics and could be a basis for ineligibility of State or Federal project funds.

☐ The procedures followed to procure and execute the contract, between the local agency and the consulting firm of which I am employed, comply with all federal and state requirements. Also this contract has a specific date from _____ to _____.

Date: _____ Signature: _____

Name: _____

Title: _____

Department/Local Agency: _____

Local Assistance Procedures Manual

EXHIBIT 10-U
Consultant Management Conflict of Interest Statement**REVIEWED/CONCURRENCE BY FEDERAL HIGHWAYS**

I have reviewed the foregoing "Conflict of Interest and Confidentiality Statement" and supervisor's statement.

- ☐ I concur that the consultant, who is under contract and in a management support role with the local agency, does not appear to present a conflict of interest. The local agency and the consultant should be considered eligible for federal reimbursement.
- ☐ I do not concur as I believe that the consultant, who is under contract and in a management support role with the local agency, does appear to present a conflict of interest.

Date: _____

Signature: _____

Name: _____

Position: _____

Distribution: 1) Copy to: DLAE for each Federal/State funded project
2) Copy to be returned to Local Agency by DLAE with FHWA approval

**EXHIBIT 10-U CONSULTANT IN MANAGEMENT SUPPORT ROLE CONFLICT OF INTEREST AND
CONFIDENTIALITY STATEMENT¹**

RFP/RFQ PROCUREMENT NUMBERS (if applicable): _____

PROJECT NAME (and FPN, if applicable)²: _____

APPLICABILITY: To be filled out by local agency consultants in management support role.

☐ I am an employee of a consultant under contract to the local agency that is responsible for the procuring and administering of one or more consultant contracts containing either Federal or State funds.

☐ I am in a management position with the local agency, my title is listed below and I have attached my duty statement and scope of work.

☐ I hereby certify as follows:

1. I recuse myself from all potential conflicts of interest.
2. I will not directly or indirectly participate in, manage, or oversee any consultant selection procurement process in which the consulting firm of which I am employed is competing as a consultant or subconsultant.
3. I will not directly or indirectly influence any employee, staff member, or other individual participating in any consultant selection procurement process in which the consulting firm of which I am employed is as a consultant or subconsultant.
4. I will not directly or indirectly participate in, manage, or oversee any local agency contract that is with the consulting firm of which I am employed, regardless of whether the involvement of my employer in the contract is as a consultant or subconsultant. Among other things, this includes my not being involved in approving changes in the schedule, scope, deliverables or invoices.
5. I understand that if I am involved in any local agency contract that is with the consulting firm of which I am employed, in violation of 1. or 2. above, that local agency contract will no longer be eligible for Federal or State reimbursement because of my involvement.

☐ I certify that I have read and understand my responsibilities per **23 CFR 172.7(b)(5)**

☐ I fully understand that it is unlawful for a person to utilize any organization name (i.e. local agency) or auxiliary organization information, which is not a matter of public record, for personal gain.

¹ Each consultant staff working in a management support role shall complete a separate form.

² For on-call contracts or contracts for multiple projects, indicate accordingly.

Consultant Management Conflict of Interest Statement

☐ I have read and fully understand all of the above.

Date: _____

Signature: _____

Name: _____

Title: _____

Consultant Firm/Sole Proprietor: _____

**REVIEWED BY PUBLIC WORKS DIRECTOR OR AUTHORIZED LOCAL AGENCY
REPRESENTATIVE**

I have reviewed the foregoing "Conflict of Interest and Confidentiality Statement" and will ensure:

☐ That the foregoing named local agency consultant who is under contract and in a management support role with our local agency, abides by the foregoing terms and conditions;

☐ That should the foregoing named local agency consultant, who is under contract and in a management support role with our local agency, violate any of the foregoing terms and conditions, the Caltrans DLAE will be notified and such violation will be considered a breach of ethics and could be a basis for ineligibility of State or Federal project funds.

☐ The procedures followed to procure and execute the contract, between the local agency and the consulting firm of which I am employed, comply with all federal and state requirements. Also this contract has a specific date from _____ to _____.

Date: _____

Signature: _____

Name: _____

Title: _____

Department/Local Agency: _____

REVIEWED/CONCURRENCE BY FEDERAL HIGHWAYS

I have reviewed the foregoing "Conflict of Interest and Confidentiality Statement" and supervisor's statement.

☐ I concur that the consultant, who is under contract and in a management support role with the local agency, does not appear to present a conflict of interest. The local agency and the consultant should be considered eligible for federal reimbursement.

☐ I do not concur as I believe that the consultant, who is under contract and in a management support role with the local agency, does appear to present a conflict of interest.

Date: _____

Signature: _____

Name: _____

Position: _____

Distribution: 1) Copy to: DLAE for each Federal/State funded project
2) Copy to be returned to Local Agency by DLAE with FHWA approval