

DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND KIMLEY HORN AND ASSOCIATES, INC. FOR DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR MARY AT EVELYN CALTRAIN GRADE CROSSING AND TRAFFIC SIGNAL IMPROVEMENTS

THIS AGREEMENT, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and KIMLEY HORN AND ASSOCIATES, INC., a California corporation ("CONSULTANT").

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 Mary at Evelyn Caltrain Grade Crossing and Traffic Signal Improvements; 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" 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 Nikita Petrov 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 the actual cost plus fixed fee contract type as defined in Chapter 10 of the California Department of Transportation Local Assistance Procedures Manual. CITY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be

reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the attached CONSULTANT's Compensation Schedule (Exhibit "B"), unless additional reimbursement is provided for by contract amendment. In no event will CONSULTANT be reimbursed for overhead costs at a rate that exceeds CITY's approved overhead set forth in the Compensation Schedule. In the event that CITY determines that a change to the work from that specified in the Scope of Work (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.

In addition to the allowable incurred costs, CITY will pay CONSULTANT a fixed fee (profit) of 10% as set forth in Exhibit "D". The fixed fee is nonadjustable for the term of the Agreement, except in the event of a significant change in the Scope of Work and such adjustment is made 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 Ninety Thousand Five Hundred Ninety Four and 02/100 Dollars (\$97,594.02), 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.

Reimbursement for transportation and subsistence costs shall not exceed the costs in the attached Compensation Schedule. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.

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 24.

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, time cards 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

To the extent permitted by law (including, without limitation, California Civil Code section 2782.8), CONSULTANT agrees to indemnify, defend and hold harmless CITY, its officers and employees from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees in connection with any injury or damage to persons or property to the extent arising out of any negligence, recklessness or willful misconduct of CONSULTANT, its officers, employees, agents, contractor, subcontractors or any officer, agent or employee thereof in relation to CONSULTANT's performance under this Agreement. In no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. Such defense and indemnification shall not apply in any instance of and to the extent caused by the sole negligence, recklessness or willful misconduct of CITY, its officers, employees, agents or representatives.

15. Insurance Requirements

CONSULTANT shall take out and maintain during the life of this Agreement policies of insurance as specified in Exhibit "C" attached and incorporated by reference, and shall provide all certificates and/or endorsements as specified in Exhibit "C."

16. 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.

17. 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: Jennifer 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: Kimley Horn And Associates, Inc.
Attn: Nikita Petrov, P.E.
4637 Chabot Drive, Suite 300
Pleasanton, CA 94588

18. 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.

19. Amendments

No alterations or changes to the terms of this Agreement shall be valid unless made in writing and signed by both parties.

20. Integrated Agreement

This Agreement embodies the agreement between CITY and CONSULTANT and its terms and conditions. No verbal agreements or conversation with any officer, agent or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. Fair Employment

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, condition of physical handicap, religion, ethnic background or marital status, in violation of state or federal law.

27. 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.

28. Other Agreements

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

29. 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.

30. 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.

31. 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 by writing signed by all parties.

32. 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 WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

KIMLEY HORN AND ASSOCIATES, INC.
("CONSULTANT")

APPROVED AS TO FORM:

By _____

Name/Title

City Attorney

By _____

Name/Title

Exhibit A
SCOPE OF WORK FOR
MARY AT EVELYN CALTRAIN GRADE CROSSING AND TRAFFIC SIGNAL IMPROVEMENTS
FEDERAL PROJECT NO. STPLR-7500(256)
TR-19-03

I. General

The City of Sunnyvale is seeking proposals from licensed Engineering firms to provide professional services for development of safe and efficient design, preparation of bid documents, for Public Works competitive bidding and construction support for the Mary Avenue at Evelyn Avenue Caltrain Grade Crossing and Traffic Signal Improvements. The design shall meet all the requirements of FHWA-1273, latest CA-MUTCD, latest Caltrans Standard Specifications and Plans, Highway Design Manual (HDM), Chapter 6 of the Federal Highway Administration (FHWA) Office of Operations Traffic Control Systems Handbook; Chapter 6, and latest City Standards and Caltrain Standards and Specifications, and Advance Railroad Preemption requirements. The scope of work includes construction cost estimating, schedule monitoring, preparation of reports and recommendations. Consultants are strongly recommended to conduct field investigation before submitting proposals for the project.

The project is funded through federal grant funds Section 130, Title 23 USC, Railroad/Highway At-Grade Crossings, therefore consultants must be familiar with the process, procedure, forms and timelines required of federal-aid projects as outlined by the Caltrans on their website:

<http://www.dot.ca.gov/drmr/ressec130.html#additionalinformation>

II. Project Information

A. Description

The project will provide safety enhancements at existing Caltrain grade crossing at the north-west corner of the Mary Avenue and Evelyn Avenue intersection, reconstruct existing sidewalk for about 100 feet, reconstruct north median and close the 160 foot gap in the median for the northbound leg of the intersection, straighten up the southbound crosswalk across Evelyn Avenue, install four (4) new ADA compliant curb ramps, provide signal modifications necessary with installation of new curb ramps, install additional street lighting, install raised reflective pavement markers for Evelyn Avenue eastbound left turn lane, modify traffic signal phasing to utilize advanced pre-emption. The project will enhance the safety at the said intersection. The work includes but is not limited to the following:

- Kickoff meeting including sub-consultants (if any).
- Signal timing adjustments (e.g. advanced pre-emption).
- Installation of lane markings.
- Data collection (survey).
- Traffic signal modification.
- Civil improvements.
- Field investigation of existing intersection to identify existing roadway geometry, grade crossing and equipment, signalized intersections, signal infrastructure, conduits, traffic signal controller to ensure it will meet the additional advance preemption functions coming from railroad controller, etc.

B. Location

The project is located at North Mary Avenue and West Evelyn Avenue, in the City of Sunnyvale, California. The project is partially located within Caltrain right-of-way, and therefore Caltrain coordination will be required. Contractor must pass the required "On Track Safety" training prior to working on Caltrain's ROW.

C. Existing Conditions

The North Mary Avenue at West Evelyn Avenue intersection is currently signalized, with Caltrain railroad tracks crossing the north leg of Mary Avenue. There is an existing railroad crossing infrastructure currently in place, and it operates in conjunction with the said traffic signal. The existing curb ramps on the south-west and south east corners of the intersection are non-ADA compliant. Existing striping is outdated and faded, especially for the SB approach.

No additional right of way is required for this project.

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.

A. Project Management

The consultant will be the primary responsible party for managing the project's schedule and consultant contract budget. Consultant shall attend design review meetings with City staff following the 75% and 100% review stages. The consultant is expected to maintain frequent and timely communication with City staff throughout the duration of the project, and address all staff comments and questions.

All project schedules shall be prepared in Gantt chart format. Three weeks for each City review shall be included. Schedule updates shall be provided at all progress meetings or as requested by City. The Consultant will also be expected to attend and schedule the Field Review meeting.

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.

Design Development

Consultants shall be the Engineer of Record and responsible for design and preparation of complete plans, and technical specifications, and recommended revisions to the City's special provisions for the project. The consultant must perform an adequate field investigation to confirm existing conditions. Any subsequent change in the design detail as a result of field conditions that should have been documented during field investigations will be the consultant's responsibility and the design changes will be incorporated at no cost to the City.

All work is to be in compliance with all applicable rules, regulations, code, law, and good practice for public facilities. When possible, the Consultant shall incorporate "green" building/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 3: 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 2012 format.

Coordination and preparation of documentation to facilitate permits and outreach with utility companies, regulatory agencies, and other stakeholders including Caltrain will also be consultant responsibility. Consultant shall review recommendation with City staff prior to design and coordinate all applicable City standards into plans and specifications.

In general, design documents shall address the following elements and other requirements as given elsewhere in the RFP:

- Plans and specifications shall address major traffic control or physical constraints that may affect the sequence of construction. Caltrain must approve all traffic control through Mary Avenue railroad crossing.
- Full compliance with the latest City/Caltrans Standard Plans and Specifications, California Manual on Uniform Traffic Control Devices (CA-MUTCD), Federal Highway Administration (FHWA) Office of Operations Traffic Control Systems Handbook; Chapter 6 and California Highway Design Manual (HDM) standards and Caltrain Standards and Specifications.
- Plans and specifications shall indicate reconstruction in such a manner that the existing roadway remains in operation during construction.

The plans and design documents will include:

- General layout of the project site showing existing conditions, including existing utilities to include existing preemption interconnect.
- Survey information
- Demolition Plan
- New design layout plan
- Detailed notes for construction
- Detailed construction cost estimates
- Project Specifications

All submittals shall include hardcopies (number specified below) and digital copies (PDF and native format) of all documents. Peer review, QA/QC must be done before all submittals.

1. 75% Submittal: All major issues have been resolved prior to this stage. Coordination with PG&E for any service upgrades, disconnect/reconnect service if needed, has begun.

Submit two (2) sets of 24" x 36" and six (6) sets of 11" x 17" hardcopies for City review.

- a. 75% Plans: All subcontracted work shall be accounted for in this submittal. All project details have been accounted for.
- b. 75% specifications:
 - Technical specifications and cut sheets for equipment and appurtenances to include traffic signal controller capable of performing the advance railroad preemption functions and 10-wire interconnect cable.
 - Special provisions, with recommended revisions in track changes format, to include the following:
 - Bid item descriptions and measurement and payment provisions
 - A list of minimum required submittals during construction
 - List of information available to Bidders, with disclaimer
 - A table listing all inspections (including any special inspections and materials testing) and associated responsibility
 - A list of materials requiring warranties, and associated warranty periods
- c. Project schedule update
- d. 75% construction cost estimate in the form of the bid schedule

- e. Utility conflicts have been resolved or a timeline for resolution of issues has been determined
- f. Detailed equipment list with quantities
- g. Other supporting documentation as necessary such as SWPPP, documentation of starting permits necessary for the contractor

3. 100% Submittal: All issues, prior comments, and concerns must be addressed in this submittal.

Submit one set of 24" x 36" hardcopies.

- a. 100% plans
 - Peer review shall have been accomplished by this stage, with the statement and signature on the cover sheet.
- b. 100% specifications
 - Reviewed bid instructions
 - Finalized technical specifications
- c. Project schedule update.
- d. 100% construction cost estimate.
- e. Responses to the City's review comments on the 75% submittal, along with return of mark-ups.
- f. Other supporting documentation as necessary.

B. Bid Package

The bid package shall be finalized upon incorporation of the City's final comments from the 100% submittal.

Submit copies and digital format (PDF and native format) of each of the documents listed below:

- 1. One hard copy of full sized plans (24" x 36"), stamped and signed on each sheet by the Engineer of Record and by discipline.
- 2. One hard copy of the specifications, printed single-sided only.
 - a. Technical specifications, with cover sheet stamped and signed by all necessary disciplines.
- 3. Final project schedule update.
- 4. Final construction cost estimate.

C. Bidding Services

Consultant will respond to all bidder's requests for information (RFIs), and support the City's coordination efforts to inform plan-holders of significant responses to RFIs and prepare addenda as necessary. During bidding, all proposers' communications will be directed through the City's Purchasing Officer.

D. Construction Support Services

The City's 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.

- 1. 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.).
- 2. Attend the pre-construction meeting.
- 3. Attend up to 3 periodic construction progress meetings or field meetings other than the pre-construction and final inspection meetings.
- 4. Participate in the final inspection and development of punch lists.

5. Respond to RFIs, which includes clarifying or providing revisions or additional detail where necessary on the plans and specifications. Response to RFIs shall be within the time allocated in the contract documents in order to avoid construction delays and claims.
6. Review and respond to all submittals within the period allocated in the contract documents and as necessary to avoid construction delays and claims.
7. Review proposed substitutions, if any, for conformance to plans and technical specifications.
8. Review and make recommendations on proposed changes to the contract (Request for Quotations and Contract Change Orders).
9. Prepare Record Drawings based upon red-lines provided by the contractor and field reviews. The Record Drawings shall be prepared digitally, using AutoCAD. Final Record Drawings shall be submitted electronically, in PDF and CAD format.
10. Participate in the "Lessons Learned Meeting" with all parties at the end of the project.

IV. Available Documents

The below list of information is available for information only. The City does not guarantee the accuracy or completeness of record drawings.

- 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://sunnyvale.ca.gov/services/map/utility.htm>
- Bench marks for vertical control are listed on the City's website:
<https://sunnyvale.ca.gov/business/planning/permit/standards.htm>
- City standard specifications and details are available on the City's website:
<https://sunnyvale.ca.gov/business/planning/permit/standards.htm>

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 2011 (ArcGIS format)
- City standard plan cover sheet
- [The latest signal technical specifications](#)
- Caltrain Standard Drawings
- Caltrain Design Criteria – Chapter 7 – Grade Crossings
- California Public Utilities Commission GO75-D

V. Appendices:

- Appendix 1: Proposed Improvements
- Appendix 2: Proposed Improvements Drawing
- Appendix 3: Labor Compliance

Appendix 1: Proposed Improvements

- Reconstruct the sidewalk in the northwest quadrant for a distance of 100 feet.
- Reconstruct north median to:
 - Widen by 6 inches on the west side
 - Fill in the approximately 160 foot break in the raised concrete median on the north approach.
- Relocate the crosswalk on the west leg of the West Evelyn Avenue and Mary Avenue intersection to be more perpendicular to West Evelyn Avenue.
- Install four (4) new ADA compliant curb ramps in the southwest (2) and southeast (2) quadrants of the Evelyn Avenue and Mary Avenue intersection.
- Relocate the traffic signal in the southwest quadrant of the West Evelyn Avenue and Mary Avenue intersection to be adjacent to the new curb ramp.
- Install additional street lighting to the newly relocated traffic signal pole.
- Replace mixed street lighting to uniform LED lights.
- Install raised reflective pavement markers for Evelyn Avenue eastbound left turn movement into northbound Mary Avenue.
- Modify traffic signal phasing to utilize advanced preemption; must be completed jointly with Caltrain.

Appendix 2: Proposed Improvements Drawing



Appendix 3: Labor Compliance

Contractor Registration with the State of California – Contractors, and all applicable subcontractors which are required to pay prevailing wages, must be registered 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, pot holing, concrete deliveries and temporary service companies who provide workers to prevailing wage contractors. Registration must remain current throughout the project entirety. It is the contractor's responsibility to not allow their PWC Registration to lapse during the project and to ensure all Subcontractor's registrations remain current. The Labor Commissioner can assess penalties to public works contractors of up to \$10,000, in addition to the registration fee, for failure to register. Awarding agencies are also subject to penalties of \$100 a day, up to a maximum of \$10,000, for having an unregistered contractor perform work on a public works project. If any penalties are issued to the City for unregistered subcontractors or for a lapse in a contractor/subcontractor's PWC Registration, these penalties will be passed onto the contractor. **A contractor that allows an unregistered subcontractor to work on the project is also subject to penalties of \$100 a day up to \$10,000.** Contractors shall list all applicable PWC registration numbers on the Bid Form.

Hours of Work – Pursuant to Labor Code, Section 1810, eight hours of labor during any one calendar day and forty hours of labor during any one calendar week shall constitute the maximum hours of service upon all work done hereunder, and it is expressly stipulated that no laborer, worker, or mechanic employed at any time by the contractor or by any subcontractor or subcontractors under this Contract, upon the work or upon any part of the work contemplated by this Contract, shall be required or permitted to work thereon more than eight hours during any one calendar day and forty hours during any one calendar week, except, as provided by Section 1815 of the Labor Code of the State of California, work performed by employees of contractors in excess of eight hours per day and forty hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. It is further expressly stipulated that for each and every violation of Sections 1811-1815, inclusive, of the Labor Code of the State of California, all the provisions whereof are deemed to be incorporated herein, Contractor shall forfeit, as a penalty to the City, twenty-five dollars (\$25.00) for each laborer, worker, or mechanic employed in the execution of this Contract by Contractor, or by any subcontractor under this Contract, for each calendar day during which the laborer, worker, or mechanic is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the provisions of the Sections of the Labor Code. Such forfeiture amounts may be deducted from the contract sum.

Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the actual hours worked each calendar day and each calendar week by each worker employed on the project, which record shall be kept open at all reasonable hours to the inspection of the City, its officers and agents, and to the inspection of the appropriate enforcement agency of the State of California.

Wage Rates – Pursuant to Sections 1770, 1771 and 1774 of the Labor Code of the State of California, or any applicable local law, contractors shall not pay less than the prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations. The City has ascertained the general prevailing rate per diem wages and rates for holidays, and overtime work in the city, for each craft, classification or type of laborer, worker, or mechanic needed to execute this Contract. The City has adopted, by reference, the general prevailing rate of wages applicable to the work to be done under the Contract, as adopted and published by the Division of Labor Standards Enforcement and Labor Statistics and Research of the State of California, Department of Industrial Relations, to which reference is hereby made for a full and detailed description. A copy of the prevailing wage rates may be reviewed in the office of the Director of Public Works, City of Sunnyvale, 456 West Olive Avenue, Sunnyvale, California. Wage rates can also be obtained through the California Department of Industrial Relations website at: <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

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

In case it becomes necessary for Contractor or any subcontractor to employ on the project under this Contract 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 the 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.

Prevailing Wage – As identified in the Notice to Bidders, the work contemplated by this agreement is a public work subject to prevailing wages under California Labor Code, Sections 1720 et. seq. The State of California Department of Industrial Relations has ascertained the general prevailing per diem wage rates in the locality in which the work is to be performed for each craft, classification, or type of worker required to perform the work. A schedule of the most recent general prevailing per diem wage rates made available to the City will be on file at the City's principal facility office and will be made available to any interested party upon request. This prevailing wage rate schedule is provided by the City for Bidder's information only and is not guaranteed by the City to be current. Contractor is obligated to verify all appropriate prevailing wage rates and pay those rates as required. By this reference the verified current schedule of prevailing wage rates is made part of the Contract Documents. Contractor shall pay not less than the prevailing per diem wage rates, as specified in the schedule and any amendments thereto, to all workers employed by contractor in the execution of the work. Contractor shall cause all subcontracts to include the provision that all subcontractors shall pay not less than the specified prevailing per diem wage rates to all workers employed by such subcontractors in the execution of the work.

Contractor shall forfeit to the City, as a penalty, no more than two hundred dollars (\$200.00) for each calendar day or portion thereof for each worker that is paid less than the specified prevailing per diem wage rates for the work or craft in which the worker is employed for any portion of the work done by contractor or any subcontractor in violation of the provisions of the Labor Code, and in particular Sections 1770 to 1781 thereof, inclusive. Such forfeiture amounts may be deducted from the contract sum. Contractor shall also pay to any worker who was paid less than the specified prevailing per diem wage rate for the work or craft for which the worker was employed for any portion of the work, for each calendar day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker.

The City will not recognize any claim for additional compensation because of the payment by the Contractor for any wage rate in excess of prevailing wage rates set forth in the Agreement, including payment in excess of the prevailing wage for extra work paid by force account. The possibility of wage increases is one of the elements to be considered by the Contractor in determining the contractor's bid and will not, under any circumstances be considered as the basis of a claim against the City under the Agreement.

Certified Payroll Records – Pursuant to Labor Code, Sections 1776 et. Seq., contractor and all subcontractors shall keep an accurate payroll record, showing the name, address, social security number, job classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the work. All payroll records shall be certified as being true and correct by contractor or subcontractors keeping such records; and the payroll records shall be provided to the City no later than three weeks after closing of payroll for City-funded projects, and no later than one week for federal aid projects. The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in Labor Code section 1776 (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Certified payroll records shall be made available at reasonable hours at the contractor's principal office to the persons authorized to inspect such records pursuant to Labor Code section 1776. Certified payroll shall also be made available for inspection upon request by the State of California Division of Labor Standards Enforcement, or the Division of Apprenticeship Standards of the State of California Division of Industrial Relations.

Each contractor and every lower-tier subcontractor will be required to submit certified payrolls and labor compliance documentations electronically via the software LCPracker. Contractor shall cause all subcontracts to include the provision that all subcontractors submit certified payrolls and labor compliance documentation electronically via LCPracker. Electronic submission will be a web-based system, accessed on the World Wide Web by a web browser. Each contractor user will be given a Log-On identification and password to access the City's reporting system. Access will be coordinated by a City representative.

Apprentice Program – Attention is directed to State of California Labor Code, Sections 3095, 1777.5, 1777.6, and 1777.7 and Title 8, California Code of Regulations, Section 200, and the applicable Sections that follow. Responsibility for

compliance with these requirements lies with the contractor. To ensure compliance and complete understanding of the law requiring apprentices, and specifically the required ratio thereunder, contractor or subcontractors should, where some question exists, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, California, or one of its branch offices prior to commencement of the work. In the event contractor willfully fails to comply with this section, it will be considered in violation of the requirements of the Contract.

Contractor and all of its subcontractors shall abide by the provisions of California Labor Code Section 1777.6 prohibiting discrimination in the acceptance of otherwise qualified apprentices; and California Labor Code Section 3095 which declares the unlawful discrimination in any recruitment or apprenticeship program on stated grounds. City shall be entitled to retain and withhold all penalties as authorized pursuant to California Labor code, Division 2, Part 7, Chapter 1, commencing with Section 1720 and following, in accordance with the provisions of that Chapter, and the regulations established by the Director of Industrial Relations pursuant to the statutory authority of such chapter.

7. PROJECT SCHEDULE

[illegible]

LEGEND

- TASK SUMMARY
- TASK PROGRESS
- DELIVERABLE TO THE CITY




-  - CITY REVIEW
-  - PROJECT MEETING
-  - CPUC REVIEW

Exhibit B
Compensation Schedule

CITY OF SUNNYVALE
Professional Design Services for Mary at Evelyn Caltrain Grade Crossing
and Traffic Signal Improvements

		Kimley-Horn and Associates, Inc.																	
		Name	Brian Sowers	Nikita Petrov	Prasanna Muthireddy	Matt Wages	Bobby Lin	Clara Wong	Armando Hernandez	Jeanne Schulz									
		Category/Title	Principal-In-Charge	Project Manager	Professional II	Professional II	Professional I	Professional I	Project Support	Admin Support									
195.24% Overhead%		Direct Rate	\$80.30	\$56.74	\$62.02	\$57.94	\$49.04	\$43.52	\$26.70	\$24.52	Kimley-Horn Total Hours	Kimley-Horn Total Cost	LCC Total Hours	LCC Total Cost	Bess Total Hours	Bess Total Cost	PROJECT TOTAL HOURS	PROJECT TOTAL COST	
194.67% Overhead% w/o FCCM		Billing Rate	\$260.74	\$184.24	\$201.38	\$188.14	\$159.24	\$141.31	\$86.70	\$79.62									
Task 1:	Project Management and Meetings		0	28	0	4	4	4	12	12	64	\$ 9,109.20					64	\$ 9,109.20	
Task 2:	Data Collection		0	2	0	0	12	20	0	0	34	\$ 5,105.56	88	\$11,332.36			122	\$ 16,437.92	
Task 3:	Conceptual Design		2	4	2	0	20	24	0	0	52	\$ 8,237.43					52	\$ 8,237.43	
Task 4:	Prepare 75% PS&E		2	12	4	0	32	40	0	0	90	\$ 14,285.94					90	\$ 14,285.94	
Task 5:	Ground Penetration Radar and Potholing		0	2	0	0	0	8	0	0	10	\$ 1,498.98			56	\$ 5,961.18	66	\$ 7,460.16	
Task 6:	Prepare 100%PS&E		1	8	4	0	24	32	0	0	69	\$ 10,883.85					69	\$ 10,883.85	
Task 7:	Prepare Bid Package		0	2	2	0	4	12	0	0	20	\$ 3,103.94					20	\$ 3,103.94	
Task 8:	Signal Timing Adjustments		2	4	0	8	0	24	0	0	38	\$ 6,155.02					38	\$ 6,155.02	
Task 9:	GO-88 and Caltrain Coordination		0	8	0	36	0	8	0	0	52	\$ 9,377.28					52	\$ 9,377.28	
Task 10:	Construction Support		0	10	0	0	8	24	0	0	42	\$ 6,507.78					42	\$ 6,507.78	
	TOTAL HOURS		7	80	12	48	104	196	12	12	471		88		56		615		
	Subtotal Labor:		\$ 1,825.18	\$ 14,739.10	\$ 2,416.60	\$ 9,030.49	\$ 16,560.58	\$ 27,697.25	\$ 1,040.36	\$ 955.42		\$ 74,264.97		\$ 11,332.36		\$ 5,961.18		\$ 91,558.51	
	Other Direct Costs											\$ 4,526.48		\$ -		\$ 1,509.03		\$ 6,035.51	
	Labor Escalation											\$ 3,917.48		\$ -		\$ 149.03		\$ 4,066.51	
	Mileage											\$ 109.00		\$ -		\$ -		\$ 109.00	
	Outside printing											\$ 500.00		\$ -		\$ -		\$ 500.00	
	VACUUM AIR EXCAVATION (Bess Test labs)											\$ -		\$ -		\$ 520.00		\$ 520.00	
	TRAFFIC CONTROL TRUCK (Bess Test Labs)											\$ -		\$ -		\$ 560.00		\$ 560.00	
	GPR & EM Equipment with Truck(Bess Test Lab)											\$ -		\$ -		\$ 280.00		\$ 280.00	
	TOTAL COST:											\$ 78,791.45		\$ 11,332.36		\$ 7,470.21		\$ 97,594.02	

Exhibit A-1
Project Schedule

Exhibit B
Compensation Schedule

Exhibit C
INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant shall procure and maintain for the duration of the contract 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, his agents, representatives, or employees.

Minimum Scope and Limits of Insurance. Consultant shall maintain limits no less than:

1. **Commercial General Liability:** \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 or equivalent is required.
2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.
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 Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.
- ☐ If working directly with children, the Certificate of Insurance must include coverage for molestation and sexual abuse in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. In the event that Abuse & Molestation Liability coverage is provided via a Claims Made Policy, the coverage shall include a minimum of a five year extended reporting clause.
- ☐ Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- ☐ MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- ☐ Builder's Risk / Course of Construction Insurance in the minimum amount of \$ _____.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City of Sunnyvale. The consultant shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

Other Insurance Provisions

The **general liability** and automobile liability policies (and if applicable, pollution liability, sexual abuse and molestation, and builder's risk policies) shall contain, or be endorsed to contain, the following provisions:

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects 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; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.
2. For any claims related to this project, 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.
3. 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.
4. 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.
5. 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 certified mail, return receipt requested, has been given to the City of Sunnyvale.
6. 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, whichever is greater.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII, unless otherwise acceptable to the City of Sunnyvale.

Verification of Coverage

Consultant shall furnish the City of Sunnyvale with original a 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. All certificates are to be received and approved by the City of Sunnyvale prior to commencement of work.

Subcontractors

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

Exhibit “D”

FEDERAL FORMS

Exhibit 10-H1 Cost Proposal Example

Exhibit 10-H4 Cost Proposal Example with Prevailing Wages

Exhibit 10-K Certification of Contract Costs and Financial Management System

Exhibit 10-Q Disclosure of Lobbying Activities

Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts
 (Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant
Consultant Kimley-Horn and Associates, Inc.Project No. STPLR-7500(256) Contract No. _____ Date 3/14/2019**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal In Charge	Brian Sowers	7	\$80.30	\$ 562.10
Project Manager	Nikita Petrov	80	\$56.74	\$ 4,539.20
Professional II	Prasanna Muthireddy	12	\$62.02	\$ 744.24
Professional II	Matt Wages	48	\$57.94	\$ 2,781.12
Professional I	Bobby Lin	104	\$49.04	\$ 5,100.16
Professional I	Clara Wong	196	\$43.52	\$ 8,529.92
Project Support	Armando Hernandez	12	\$26.70	\$ 320.40
Admin Support	Jeanne Schulz	12	\$24.52	\$ 294.24

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 22,871.38
b) Anticipated Salary Increases (see page 2 for calculation)	\$ 1,206.47
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 24,077.85

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>43.49%</u>)	e) Total Fringe Benefits [(c) x (d)]	\$ 10,471.45
f) FCCM (Rate: <u>0.57%</u>)	g) Overhead [(c) x (f)]	\$ 137.24
h) General and Administrative (Rate: <u>151.18%</u>)	i) Gen & Admin [(c) x (h)]	\$ 36,400.89
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]		\$ 47,009.59

FIXED FEE

k) TOTAL FIXED FEE [(c) + (e) + (i)* fixed fee 10%]	\$ 7,095.02
--	--------------------

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

Description of Item	Quantity	Unit	Unit Cost	Total
Travel (Mileage)	200		\$0.545	\$ 109.00
Outside Printing			\$0.00	\$ 500.00
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -

l) **TOTAL OTHER DIRECT COSTS** \$ **609.00**

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

Subconsultant 1:	LCC	\$ 11,332.36
Subconsultant 2:	Bess Test Labs	\$ 7,470.21
Subconsultant 3:		\$
Subconsultant 4:		\$

(m) **TOTAL SUBCONSULTANTS' COSTS** \$ **18,802.57**

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]	\$ 19,411.57
TOTAL COST [(c) + (j) + (k) + (n)]	\$ 97,594.02

Exhibit 10-H Cost Proposal
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts
 (Calculations for Anticipated Salary Increases)

Consultant Kimley-Horn and Associates, Inc. Contract No. _____ Date 3/14/2019

1. Calculate average hourly rate for 1st Period of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	Contract Duration
\$ 22,871.38 /	471	= \$48.56	Period 1 Avg Hourly Rate

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

Avg Hourly Rate	Proposed Escalation		
Period 1 \$48.56 + 5% = \$50.99			Period 2 Avg Hourly Rate
Period 2 \$50.99 + 5% = \$53.54			Period 3 Avg Hourly Rate
Period 3 \$53.54 + 5% = \$56.21			Period 4 Avg Hourly Rate
Period 4 \$56.21 + 5% = \$59.02			Period 5 Avg Hourly Rate

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

Estimated % Completed Each Period	Total Hours per Cost Proposal	Total Hours per Period	
Period 1 5.00% * 471 = 23.55			Estimated Hours Period 1
Period 2 85.00% * 471 = 400.35			Estimated Hours Period 2
Period 3 10.00% * 471 = 47.1			Estimated Hours Period 3
Period 4 0.00% * 471 = 0			Estimated Hours Period 4
Period 5 0.00% * 471 = 0			Estimated Hours Period 5
Total 100%	Total	= 471	

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 Period	
Period 1 \$48.56 * 23.55 = \$1,143.57			Estimated Hours Period 1
Period 2 \$50.99 * 400.35 = \$20,412.71			Estimated Hours Period 2
Period 3 \$53.54 * 47.1 = \$2,521.57			Estimated Hours Period 3
Period 4 \$56.21 * 0 = \$0.00			Estimated Hours Period 4
Period 5 \$59.02 * 0 = \$0.00			Estimated Hours Period 5

Total Direct Labor Cost with Escalation = \$24,077.85
 Direct Labor Subtotal before escalation = \$22,871.38
 Estimated total of Direct Labor Salary Increase = **\$1,206.47** Transfer to Page 1

Period 1 = Contract inception through 6/30/19 Period 2 = 7/1/19 through 6/30/20 Period 3 = 7/1/20 through 6/30/21
 Period 4 = 7/1/21 through 6/30/22 Period 5 = 7/1/22 through 6/30/23

Exhibit 10-H1 Cost Proposal

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, and allocable to the contract in accordance with the contract terms and the following requirements:

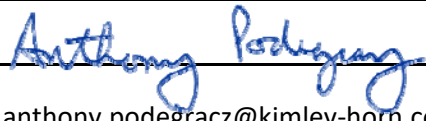
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - 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 approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Anthony Podegracz Title*: Vice President

Signature:  Date of Certification (mm/dd/yyyy): 3/14/2019

Email: anthony.podegracz@kimley-horn.com Phone Number: 925-398-4840

Address: 4637 Chabot Dr., Ste 300, Pleasanton, CA 94588

*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:

Engineering Services

Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts
 (Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

☐ Prime Consultant☒ Subconsultant☐ 2nd Tier SubconsultantConsultant LCC Engineering & Surveying, Inc.Project No. STPLR-7500(256)

Contract No. _____

Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
LS Party Chief (**)	Andrew Lam	24	\$46.07	\$ 1,105.68
Chainman (**)	Ken Tetzl	24	\$39.06	\$ 937.44
Principal (*)	Christine Parks	12	\$72.11	\$ 865.32
Engineer I	Noel Crisolo Jr.	28	\$36.78	\$ 1,029.84
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 3,938.28

b) Anticipated Salary Increases

\$ - (see Escalation Calc.)

c) Total Direct Labor Costs [(a) + (b)] \$ 3,938.28**INDIRECT COSTS**d) Fringe Benefits (Rate: 56.44%)

e) Total Fringe Benefits [(c) x (d)] \$ 2,222.77

f) Overhead (Rate: 29.80%)

g) Overhead [(c) x (f)] \$ 1,173.61

h) General and Administrative (Rate: 75.35%)

i) Gen & Admin [(c) x (h)] \$ 2,967.49

j) Total Indirect Costs [(e) + (g) + (i)] \$ 6,363.87**FIXED FEE****k) TOTAL FIXED FEE [(c) + (j)]* fixed fee 10% \$ 1,030.21****l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -

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

Subconsultant 1:	\$
Subconsultant 2:	\$
Subconsultant 3:	\$
Subconsultant 4:	\$

(m) TOTAL SUBCONSULTANTS' COSTS \$ -**(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ -****TOTAL COST [(c) + (j) + (k) + (n)] \$ 11,332.36**

Exhibit 10-H1 Cost Proposal

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, 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 approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Christine M. Leptien-Parks Title*: President

Signature:  Date of Certification (mm/dd/yyyy): 3/12/2019

Email: cmp@lcc-inc.com Phone Number: 925-228-4218

Address: 930 Estudillo Street, Martinez, CA 94553

*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:

Land Surveying and Mapping Services

EXHIBIT 10-H4 COST PROPOSAL FOR CONTRACTS WITH PREVAILING WAGES

ACTUAL COST PLUS FIXED FEE; SPECIFIC RATES OF COMPENSATION AND COST PER UNIT OF WORK CONTRACTS

CONSULTANT LCC ENGINEERING & SURVEYING, INC. PRIME SUB X CONTRACT TYPE _____ (LIST ONE OF THE ABOVE LISTED CONTRACT TYPES)

PROJECT NO. STPLR-7500(256) CONTRACT NO. _____ DATE 03/12/19 Sub Consultant's Participation Amount \$ _____ #####

Loaded Rate Calculation
Non Exempt Employee Loaded Billing Rates
A) Straight Time = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe
B) 1.5X or 2.0X Overtime = (Actual Hourly Rate) * (1 + Field O.H.) * (1 + Fee) + 5X or 1.0X (Actual Hourly Rate) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe
Exempt Employee Loaded Billing Rates
C) Straight Time or 1.5X or 2.0X Overtime = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe

Home Office Personnel:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	56.44% +	29.80% +	75.35%	= 161.59%
OVERTIME	56.44% +	29.80% +	75.35%	= 161.59%
Field Office Personnel:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	56.44% +	29.80% +	75.35%	= 161.59%
OVERTIME	56.44% +	29.80% +	75.35%	= 161.59%
			Fee	= 10.00%

The PW differentials Delta Base and Delta Fringe shown in the formulas above for Loaded Billing Rates are applicable only when performing services covered under DIR determinations.

The PW differentials Delta Base and Delta Fringe shown in the formulas above for Loaded Billing Rates are applicable only when performing services covered under DIR determinations.																												Applicable Multiplier Delta Base (Field) = 1.00										
Name/Classification	Home Office Personnel Field Office Personnel	Effective Date of Hourly Rate		Prevailing Wage Rate established by State DIR (only applicable for prevailing wage work)							Employee Actual Rate (fringe benefits vary year over year)							DELTA (TOTAL) = Employee Total Rate - DIR Rate			Applicable DELTA (TOTAL)	DELTA (BASE) = Employee Base - DIR Base			Applicable DELTA Base = DIR Rate - Employee Base Rate			Applicable DELTA FRINGE = DELTA TOTAL - DELTA BASE			Loaded Hourly Billing Rates			% Escalation Increase	Actual Hourly Rate and/or Average	Hourly Range for Class		
				Base Salary			Fringe Benefits	Total Base Salary + Fringe Benefits			Base Salary			Estimate Fringe	Total = Base + Fringe			Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	OT (1.5x)	OT (2x)					
		From	To	Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT																				Straight	1.5 OT
Andrew Lam, Party Chief	FIELD	3/1/2019	2/28/2020	\$45.03	\$67.55	\$90.06	\$31.05	\$76.08	\$98.60	\$121.11	\$46.07	\$69.11	\$92.14	\$31.05	\$77.12	\$100.16	\$123.19	\$1.04	\$1.56	\$2.08	\$0.00	\$1.56	\$2.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$132.57	\$155.60	\$178.64		\$ 46.07	N/A
Prevailing Wage Work (non-Exempt)				\$45.03	\$67.55	\$90.06	\$31.05	\$76.08	\$98.60	\$121.11	\$46.07	\$69.11	\$92.14	\$31.05	\$77.12	\$100.16	\$123.19	\$1.04	\$1.56	\$2.08	\$0.00	\$1.56	\$2.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$132.57	\$155.60	\$178.64		\$ 46.07	
				\$45.03	\$67.55	\$90.06	\$31.05	\$76.08	\$98.60	\$121.11	\$46.07	\$69.11	\$92.14	\$31.05	\$77.12	\$100.16	\$123.19	\$1.04	\$1.56	\$2.08	\$0.00	\$1.56	\$2.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$132.57	\$155.60	\$178.64		\$ 46.07	
				\$45.03	\$67.55	\$90.06	\$31.05	\$76.08	\$98.60	\$121.11	\$46.07	\$69.11	\$92.14	\$31.05	\$77.12	\$100.16	\$123.19	\$1.04	\$1.56	\$2.08	\$0.00	\$1.56	\$2.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$132.57	\$155.60	\$178.64		\$ 46.07	
				\$45.03	\$67.55	\$90.06	\$31.05	\$76.08	\$98.60	\$121.11	\$46.07	\$69.11	\$92.14	\$31.05	\$77.12	\$100.16	\$123.19	\$1.04	\$1.56	\$2.08	\$0.00	\$1.56	\$2.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$132.57	\$155.60	\$178.64		\$ 46.07	
Andrew Lam, Party Chief	FIELD	3/1/2019	2/28/2020															\$0.00	\$0.00	\$0.00												\$132.57	\$155.60	\$178.64		\$ 46.07	N/A	
Non-Prevailing Wage Work (non-Exempt)																		\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$132.57	\$155.60	\$178.64		\$ 46.07		
																		\$0.00	\$0.00	\$0.00											\$132.57	\$155.60	\$178.64		\$ 46.07			
																		\$0.00	\$0.00	\$0.00											\$132.57	\$155.60	\$178.64		\$ 46.07			
																			\$0.00	\$0.00	\$0.00										\$132.57	\$155.60	\$178.64		\$ 46.07			
Ken Tetzl, Chainman	FIELD	3/1/2019	2/28/2020	\$39.06	\$58.59	\$78.12	\$31.05	\$70.11	\$89.64	\$109.17	\$39.06	\$58.59	\$78.12	\$31.05	\$70.11	\$89.64	\$109.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$112.39	\$131.92	\$151.45		\$ 39.06	N/A
Prevailing Wage Work (non-Exempt)				\$39.06	\$58.59	\$78.12	\$31.05	\$70.11	\$89.64	\$109.17	\$39.06	\$58.59	\$78.12	\$31.05	\$70.11	\$89.64	\$109.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$112.39	\$131.92	\$151.45		\$ 39.06	
				\$39.06	\$58.59	\$78.12	\$31.05	\$70.11	\$89.64	\$109.17	\$39.06	\$58.59	\$78.12	\$31.05	\$70.11	\$89.64	\$109.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$112.39	\$131.92	\$151.45		\$ 39.06	
				\$39.06	\$58.59	\$78.12	\$31.05	\$70.11	\$89.64	\$109.17	\$39.06	\$58.59	\$78.12	\$31.05	\$70.11	\$89.64	\$109.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$112.39	\$131.92	\$151.45		\$ 39.06	
				\$39.06	\$58.59	\$78.12	\$31.05	\$70.11	\$89.64	\$109.17	\$39.06	\$58.59	\$78.12	\$31.05	\$70.11	\$89.64	\$109.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$112.39	\$131.92	\$151.45		\$ 39.06	

Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts
 (Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant
Consultant Bess Testlab, Inc. - for Utility LocationProject No. STPLR-7500(256) Contract No. _____ Date 3/12/2019**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
GPR Utility Locator	Feleti Ulesi	8	\$45.55	\$ 364.40
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 364.40
 b) Anticipated Salary Increases \$ 9.11 (see Escalation Calc.)
c) Total Direct Labor Costs [(a) + (b)] \$ 373.51

INDIRECT COSTS

d) Fringe Benefits (Rate: 15.40%) e) Total Fringe Benefits [(c) x (d)] \$ 57.52
 f) Overhead (Rate: 108.37%) g) Overhead [(c) x (f)] \$ 404.77
 h) General and Administrative (Rate: 49.41%) i) Gen & Admin [(c) x (h)] \$ 184.55
j) Total Indirect Costs [(e) + (g) + (i)] \$ 646.84

FIXED FEE

k) **TOTAL FIXED FEE [(c) + (j)]* fixed fee 10%] \$ 102.04**

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

Description of Item	Quantity	Unit	Unit Cost	Total
GPR & EM Equipment with Truck	8	Hr	\$35.00	\$ 280.00
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -

l) TOTAL OTHER DIRECT COSTS \$ 280.00

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

Subconsultant 1: \$
 Subconsultant 2: \$
 Subconsultant 3: \$
 Subconsultant 4: \$

(m) TOTAL SUBCONSULTANTS' COSTS \$ -

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 280.00

TOTAL COST [(c) + (j) + (k) + (n)] \$ 1,402.39

Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts
 (Calculations for Anticipated Salary Increases)

Consultant Bess Testlab, Inc. - for Utility Location Contract No. 0 Date 3/12/2019

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor	Total Hours				
<u>Subtotal</u> per	per Cost			Avg Hourly	Contract Duration
Cost Proposal	Proposal			Rate	
\$ 364.40 /	8	=		\$45.55	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$45.55	+	5%	=	\$47.83	Year 2 Avg Hourly Rate
Year 2	\$47.83	+	5%	=	\$50.22	Year 3 Avg Hourly Rate
Year 3	\$50.22	+	5%	=	\$52.73	Year 4 Avg Hourly Rate
Year 4	\$52.73	+	5%	=	\$55.37	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1	50.00%	*	8	=	4	Estimated Hours Year 1
Year 2	50.00%	*	8	=	4	Estimated Hours Year 2
Year 3	0.00%	*	8	=	0	Estimated Hours Year 3
Year 4	0.00%	*	8	=	0	Estimated Hours Year 4
Year 5	0.00%	*	8	=	0	Estimated Hours Year 5
Total	100%		Total	=	8	

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 Period	
Year 1	\$45.55	*	4	=	\$182.20	Estimated Hours Year 1
Year 2	\$47.83	*	4	=	\$191.31	Estimated Hours Year 2
Year 3	\$50.22	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$52.73	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$55.37	*	0	=	\$0.00	Estimated Hours Year 5

Total Direct Labor Cost with Escalation	=	\$373.51	
Direct Labor Subtotal before escalation	=	\$364.40	
Estimated total of Direct Labor Salary Increase	=	\$9.11	Transfer to Page 1

Exhibit 10-H1 Cost Proposal

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, and allocable to the contract in accordance with the contract terms and the following requirements:

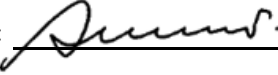
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - 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 approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Bess Testlab, Inc. Title*: President

Signature:  Date of Certification (mm/dd/yyyy): 3/12/2019

Email: jose@besstestlab.com Phone Number: (408) 988-0101

Address: 2463 Tripaldi Way; Hayward, CA 94545

*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:

Underground GPR & EM Utility Locating

EXHIBIT 10-H4 COST PROPOSAL FOR CONTRACTS WITH PREVAILING WAGES

ACTUAL COST PLUS FIXED FEE; SPECIFIC RATES OF COMPENSATION AND COST PER UNIT OF WORK CONTRACTS

CONSULTANT Bess Testlab, Inc. - Utility Locating Services PRIME _____ SUB _____ x CONTRACT TYPE _____ (LIST ONE OF THE ABOVE LISTED CONTRACT TYPES)

PROJECT NO. STPLR-7500(256) CONTRACT NO. _____ DATE 03/12/2019 Sub Consultant's Participation Amount \$1432.09

Loaded Rate Calculation
Non Exempt Employee Loaded Billing Rates
A) Straight Time = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)
B) 1.5X or 2.0X Overtime = (Actual Hourly Rate) * (1 + Field O.H.) * (1 + Fee) + 5X or 1.0X (Actual Hourly Rate) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)
Exempt Employee Loaded Billing Rates
C) Straight Time or 1.5X or 2.0X Overtime = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)

The PW differentials Delta Base and Delta Fringe shown in the formulas above for Loaded Billing Rates are applicable only when performing services covered under DIR determinations.

Home Office Personnel:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	27.64% +	108.37% +	49.41%	= 185.42%
OVERTIME	27.64% +	108.37% +	49.41%	= 185.42%
Field Office Personnel:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	15.40% +	108.37% +	49.41%	= 173.18%
OVERTIME	15.40% +	108.37% +	49.41%	= 173.18%

																												Applicable Multiplier Delta Base (Field) = 1.00									
																												Applicable Multiplier Fringe (Field) = 0.00									
Name/Classification	Home Office Personnel Field Office Personnel	Effective Date of Hourly Rate		Prevailing Wage Rate established by State DIR (only applicable for prevailing wage work)							Employee Actual Rate (fringe benefits vary year over year)							DELTA (TOTAL) = Employee Total Rate - DIR Rate			Applicable DELTA (TOTAL)	DELTA (BASE) = Employee Base - DIR Base			Applicable DELTA Base = DIR Rate - Employee Base Rate			Applicable DELTA FRINGE = DELTA TOTAL - DELTA BASE (Employee - DIR)			Loaded Hourly Billing Rates			% Escalation Increase	Actual Hourly Rate and/or Average	Hourly Range for Class	
				Base Salary			Fringe Benefits	Total Base Salary + Fringe Benefits			Base Salary			Estimate Fringe	Total = Base + Fringe																						
		From	To	Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	OT (1.5x)	OT (2x)				
Feleti Ualesi BESS, Utility Locatorr	FIELD	1/1/2007	12/31/2007	\$45.55	\$68.33	\$91.10	\$6.88	\$52.43	\$75.21	\$97.98	\$45.55	\$68.33	\$91.10	\$6.88	\$52.43	\$75.21	\$97.98	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$131.90	\$154.67	\$177.45		\$ 45.55	N/A		
		1/1/2008	12/31/2008	\$45.55	\$68.33	\$91.10	\$6.88	\$52.43	\$75.21	\$97.98	\$46.92	\$70.38	\$93.84	\$6.88	\$53.80	\$77.26	\$100.72	\$1.37	\$2.06	\$2.74	\$0.00	\$2.06	\$2.74	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$135.87	\$159.33	\$182.79	3.00%	\$ 46.92			
		1/1/2009	12/31/2009	\$45.55	\$68.33	\$91.10	\$6.88	\$52.43	\$75.21	\$97.98	\$48.33	\$72.50	\$96.66	\$6.88	\$55.21	\$79.38	\$103.54	\$2.78	\$4.17	\$5.56	\$0.00	\$4.17	\$5.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$139.95	\$164.11	\$188.28	3.00%	\$ 48.33			
		1/1/2010	12/31/2010	\$45.55	\$68.33	\$91.10	\$6.88	\$52.43	\$75.21	\$97.98	\$49.78	\$74.67	\$99.56	\$6.88	\$56.66	\$81.55	\$106.44	\$4.23	\$6.35	\$8.46	\$0.00	\$6.35	\$8.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$144.15	\$169.04	\$193.93	3.00%	\$ 49.78			
Feleti Ualesi BESS, Utility Locatorr	FIELD	1/1/2007	12/31/2007															\$0.00	\$0.00	\$0.00													\$ 42.17	N/A			
		1/1/2008	12/31/2008															\$0.00	\$0.00	\$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$125.79	\$147.51	\$169.23	3.00%		\$ 43.44		
		1/1/2009	12/31/2009															\$0.00	\$0.00	\$0.00												\$129.55	\$151.92		\$174.29	3.00%	\$ 44.74
		1/1/2010	12/31/2010															\$0.00	\$0.00	\$0.00												\$133.43	\$156.47		\$179.51	3.00%	\$ 46.08
Jane Smith BSCE, PE Asst RE/Inspector	FIELD	1/1/2007	12/31/2007	\$34.21	\$51.32	\$68.42	\$15.41	\$49.62	\$66.73	\$83.83	\$45.00	\$45.00	\$45.00	\$11.49	\$56.49	\$56.49	\$56.49	\$6.87	(\$10.24)	(\$27.34)	\$0.00	(\$6.32)	(\$23.42)	\$0.00	(\$6.32)	(\$23.42)	\$0.00	(\$3.92)	(\$3.92)	\$130.31	\$136.62	\$153.73		\$ 45.00	N/A		
		1/1/2008	12/31/2008	\$34.21	\$51.32	\$68.42	\$15.41	\$49.62	\$66.73	\$83.83	\$46.35	\$46.35	\$46.35	\$11.49	\$57.84	\$57.84	\$57.84	\$8.22	(\$8.88)	(\$25.99)	\$0.00	(\$4.97)	(\$22.07)	\$0.00	(\$4.97)	(\$22.07)	\$0.00	(\$3.92)	(\$3.92)	\$134.22	\$139.18	\$156.29	3.00%	\$ 46.35			
		1/1/2009	12/31/2009	\$34.21	\$51.32	\$68.42	\$15.41	\$49.62	\$66.73	\$83.83	\$47.74	\$47.74	\$47.74	\$11.49	\$59.23	\$59.23	\$59.23	\$9.61	(\$7.49)	(\$24.60)	\$0.00	(\$3.58)	(\$20.68)	\$0.00	(\$3.58)	(\$20.68)	\$0.00	(\$3.92)	(\$3.92)	\$138.24	\$141.82	\$158.92	3.00%	\$ 47.74			
		1/1/2010	12/31/2010	\$34.21	\$51.32	\$68.42	\$15.41	\$49.62	\$66.73	\$83.83	\$49.17	\$49.17	\$49.17	\$11.49	\$60.66	\$60.66	\$60.66	\$11.04	(\$6.06)	(\$23.17)	\$0.00	(\$2.15)	(\$19.25)	\$0.00	(\$2.15)	(\$19.25)	\$0.00	(\$3.92)	(\$3.92)	\$142.38	\$144.53	\$161.63	3.00%	\$ 49.17			

SCHEDULE OF OTHER DIRECT COST ITEMS

Bess Testlab, Inc.		
DESCRIPTION OF ITEMS	UNIT	COST
Special Tooling		
A. GPR & EM Equipment w/ Truck	Hr	\$35
B.		
C.		
Travel		
A. Per diem per Caltrans guidelines		Note 2
B.		
C.		

Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts
 (Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant
Consultant Bess Test Labs - for Potholing WorkProject No. STPLR-7500(256) Contract No. _____ Date _____**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
POTHOLING	JOSE B BERNAL	16	\$32.29	\$ 516.64
POTHOLING	SIITIA FALEPOUONO JR	16	\$32.29	\$ 516.64
TRAFFIC CONTROL	JOHNNY CALDERON	16	\$32.29	\$ 516.64
PROJECT MANAGER		0	\$49.95	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 1,549.92
 b) Anticipated Salary Increases \$38.75 (see Escalation Calc.)
c) Total Direct Labor Costs [(a) + (b)] \$ 1,588.67

INDIRECT COSTS

d) Fringe Benefits (Rate: 27.64%) e) Total Fringe Benefits [(c) x (d)] \$ 439.11
 f) Overhead (Rate: 108.37%) g) Overhead [(c) x (f)] \$ 1,721.64
 h) General and Administrative 49.41% i) Gen & Admin [(c) x (h)] \$ 784.96
j) Total Indirect Costs [(e) + (g) + (i)] \$ 2,945.71

FIXED FEE

k) **TOTAL FIXED FEE [(c) + (j)]* fixed fee 10%] \$ 453.44**

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

Description of Item	Quantity	Unit	Unit Cost	Total
VACUUM AIR EXCAVATION	8	1	\$65.00	\$ 520.00
TRAFFIC CONTROL TRUCK	16	1	\$35.00	\$ 560.00
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -

l) TOTAL OTHER DIRECT COSTS \$ 1,080.00

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

Subconsultant 1: \$
 Subconsultant 2: \$
 Subconsultant 3: \$
 Subconsultant 4: \$

(m) TOTAL SUBCONSULTANTS' COSTS \$ -

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 1,080.00
TOTAL COST [(c) + (j) + (k) + (n)] \$ 6,067.82

Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts
 (Calculations for Anticipated Salary Increases)

Consultant Bess Test Labs - for Potholing Work Contract No. 0 Date 1/0/1900

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor	Total Hours		Avg Hourly	
<u>Subtotal</u> per	per Cost		Rate	Contract Duration
Cost Proposal	Proposal			
\$ 1,549.92 /	48	=	\$32.29	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation		
Year 1	\$32.29	+	5%	=	\$33.90 Year 2 Avg Hourly Rate
Year 2	\$33.90	+	5%	=	\$35.60 Year 3 Avg Hourly Rate
Year 3	\$35.60	+	5%	=	\$37.38 Year 4 Avg Hourly Rate
Year 4	\$37.38	+	5%	=	\$39.25 Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1	50.00%	*	48	=	24	Estimated Hours Year 1
Year 2	50.00%	*	48	=	24	Estimated Hours Year 2
Year 3	0.00%	*	48	=	0	Estimated Hours Year 3
Year 4	0.00%	*	48	=	0	Estimated Hours Year 4
Year 5	0.00%	*	48	=	0	Estimated Hours Year 5
Total	100%		Total	=	48	

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 Period	
Year 1	\$32.29	*	24	=	\$774.96	Estimated Hours Year 1
Year 2	\$33.90	*	24	=	\$813.71	Estimated Hours Year 2
Year 3	\$35.60	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$37.38	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$39.25	*	0	=	\$0.00	Estimated Hours Year 5

Total Direct Labor Cost with Escalation	=	\$1,588.67	
Direct Labor Subtotal before escalation	=	\$1,549.92	
Estimated total of Direct Labor Salary Increase	=	\$38.75	Transfer to Page 1

Exhibit 10-H1 Cost Proposal

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, and allocable to the contract in accordance with the contract terms and the following requirements:

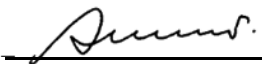
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - 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 approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: JUAN JOSE BORHORQUEZ Title*: PRESIDENT

Signature:  Date of Certification (mm/dd/yyyy): 3/13/2019

Email: jose@besstestlab.com Phone Number: 4089880101

Address: _____

*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:

ACTUAL COST PLUS FIXED FEE; SPECIFIC RATES OF COMPENSATION AND COST PER UNIT OF WORK CONTRACTS

CONTRACT TYPE _____ (LIST ONE OF THE ABOVE LISTED CONTRACT TYPES)

Sub Consultant's Participation Amount \$ 6067.80

Home Office Personnel:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	27.64% +	108.37% +	49.41% =	185.42%
OVERTIME	27.64% +	108.37% +	49.41% =	185.42%
Field Office Personnel:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	27.64% +	108.37% +	49.41% =	185.42%
OVERTIME	27.64% +	108.37% +	49.41% =	185.42%
			Fee =	10.00%
			Applicable Multiplier Delta Base (Field) =	1.00
			Applicable Multiplier Fringe (Field) =	185.42

The PW differentials Delta Base and Delta Fringe shown in the formulas above for Loaded Billing Rates are applicable only when performing services covered under DIR determinations.

Name/Classification		Home Office Personnel Field Office Personnel		Effective Date of Hourly Rate		Prevailing Wage Rate established by State DIR (only applicable for prevailing wage work)					Employee Actual Rate (fringe benefits vary year over year)						DELTA (TOTAL) = Employee Total Rate - DIR Rate			Applicable DELTA (TOTAL) = Employee Base - DIR Base			Applicable DELTA (BASE) = Employee Base - DIR Base			Applicable DELTA FRINGE = DELTA TOTAL - DELTA BASE (Employee - DIR)			Loaded Hourly Billing Rates			% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class	
						Base Salary			Fringe Benefits	Total Base Salary + Fringe Benefits			Base Salary			Estimate Fringe																			Total = Base + Fringe
						From	To	Straight		1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight		1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight				OT (1.5x)
JOSE BERNAL, POTHOLING	FIELD	1/1/2019	6/30/2019	\$29.54	\$44.31	\$59.08	\$23.95	\$53.49	\$68.26	\$83.03	\$32.29	\$48.44	\$64.58	\$23.95	\$56.24	\$72.39	\$88.53	\$2.75	\$4.13	\$5.50	\$0.00	\$4.13	\$5.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$101.38	\$117.52	\$133.67			N/A
SIITIA FALEPOUONO JR, POTHOLING	FIELD	1/1/2019	6/30/2019	\$29.54	\$44.31	\$59.08	\$23.95	\$53.49	\$68.26	\$83.03	\$32.29	\$48.44	\$64.58	\$23.95	\$56.24	\$72.39	\$88.53	\$2.75	\$4.13	\$5.50	\$0.00	\$4.13	\$5.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$101.38	\$117.52	\$133.67			N/A
JOHNNY CALDERON, TRAFFIC CONTROL	FIELD	1/1/2019	6/30/2019	\$29.54	\$44.31	\$59.08	\$23.95	\$53.49	\$68.26	\$83.03	\$32.29	\$48.44	\$64.58	\$23.95	\$56.24	\$72.39	\$88.53	\$2.75	\$4.13	\$5.50	\$0.00	\$4.13	\$5.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$101.38	\$117.52	\$133.67			N/A

BESS TESTLAB INC.		
DESCRIPTION OF ITEMS	UNIT	COST
Special Tooling		
A.VACUUM AIR EXCAVATION	1	65/HR
B.TRAFFIC CONTROL TRUCK	1	35/HR
C.Hot Patch Asphalt	TON	\$200/TON
D. CDF	LOAD	\$55/LOAD
Travel		
A. Per diem per Caltrans guidelines		Note 2
B.		
C.		

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: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> 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) _____ (attach Continuation Sheet(s) if necessary)	
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> 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 <input type="checkbox"/> No <input type="checkbox"/>		
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>Brian E. Sowers</u> Print Name: <u>Brian E. Sowers</u> Title: <u>Vice President</u> Telephone No.: <u>925.398.4862</u> Date: <u>03/15/2019</u>		Authorized for Local Reproduction Standard Form - LLL

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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: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> 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)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> 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 <input type="checkbox"/> No <input type="checkbox"/>		
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: <u>Christine M. Leptien-Parks</u>
Title: <u>President, LCC Engineering & Surveying, Inc.</u>		Telephone No.: <u>925-228-4218</u> Date: <u>03/12/2019</u>
Authorized for Local Reproduction Standard Form - LLL		

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: <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input checked="" type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
--	--	--

4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input checked="" type="checkbox"/> 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: 8. Federal Action Number, if known: 10. Name and Address of Lobby Entity (If individual, last name, first name, MI) (attach Continuation Sheet(s) if necessary)	7. Federal Program Name/Description: CFDA Number, if applicable _____ 9. Award Amount, if known: 11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)
--	---

12. Amount of Payment (check all that apply) \$ <u>0.00</u> <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <div style="display: flex; align-items: center;"> <div style="margin-right: 10px;"> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> </div> <div> a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other, specify _____ </div> </div>
--	--

13. Form of Payment (check all that apply): <input checked="" type="checkbox"/> a. cash <input type="checkbox"/> 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 <input type="checkbox"/> No <input checked="" type="checkbox"/>	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: <u>Juan Jose Bohorquez</u> Title: <u>President</u> Telephone No.: <u>(408) 988-0101</u> Date: <u>3/13/2019</u>	Authorized for Local Reproduction Standard Form - LLL
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Standard Form LLL Rev. 04-28-06

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INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

**EXHIBIT 10-U CONSULTANT IN MANAGEMENT SUPPORT ROLE CONFLICT OF INTEREST AND
CONFIDENTIALITY STATEMENT¹**RFP/RFQ PROCUREMENT NUMBERS (if applicable): Federal Project #STPLR-7500(256)PROJECT NAME (and FPN, if applicable)²: Mary at Evelyn Caltrain Grade Crossing

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.

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

Date: 03/15/2019

Signature: Brian E. Sowers

Name: Brian E. Sowers

Title: Vice President

Consultant Firm/Sole Proprietor: Kimley-Horn and 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: _____

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-K CONSULTANT ANNUAL 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: Kimley-Horn and 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:

Combined Rate 195.24% % **OR**

Home Office Rate 194.67% % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money 0.57% % (if applicable)

Fiscal period * 1/1/2017 - 12/31/2017

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate 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 Indirect Cost Rate(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 indirect cost rate(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 Exhibit 10-A.

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 requirement

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:

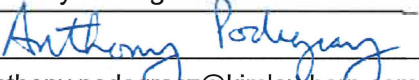
- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

- Total participation amount \$ 142.3M 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 50.
- Years of consultant's experience with 48 CFR Part 31 is 19.
- Audit history of the consultant's current and prior years (if applicable)

<input checked="" type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov't ICR Audit	<input type="checkbox"/> Caltrans ICR Audit
<input checked="" type="checkbox"/> CPA ICR Audit	<input checked="" type="checkbox"/> Federal Gov't ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate 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**: Anthony Podegrac
 Signature: 
 Email**: anthony.podegracz@kimley-horn.com

Title**: Vice President
 Date of Certification (mm/dd/yyyy): 03/14/2019
 Phone Number**: 619-234-9411

**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 Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.***

Distribution: 1) Original - Local Agency Project File
 2) Copy - Consultant
 3) Copy - Caltrans Audits and Investigations

**EXHIBIT 10-K CONSULTANT ANNUAL 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: LCC Engineering & Surveying, 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:

Combined Rate 161.59 % **OR**

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

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * 7/01/2017-6/30/2018

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate 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 Indirect Cost Rate(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 indirect cost rate(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 Exhibit 10-A.

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 requirement

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 \$ 0 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 1.
- Years of consultant's experience with 48 CFR Part 31 is 10.
- Audit history of the consultant's current and prior years (if applicable)

<input type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov't ICR Audit	<input type="checkbox"/> Caltrans ICR Audit
<input type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> Federal Gov't ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate 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**: Christine M. Leptien-Parks

Title**: President

Signature: 

Date of Certification (mm/dd/yyyy): 02/01/2019

Email**: cmp@lcc-inc.com

Phone Number**: 925-228-4218

**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 Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.***

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

EXHIBIT 10-K CONSULTANT ANNUAL 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: Bess Testlab, 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:

Combined Rate 173.18 % OR

Home Office Rate 173.18 % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * 2017 / 2018

TRADE: GPR UTILITY LOCATING 13
3/14

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate 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 Indirect Cost Rate(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 indirect cost rate(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 Exhibit 10-A.

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 requirement

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 \$_____ 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_____.
- Years of consultant's experience with 48 CFR Part 31 is_____.
- Audit history of the consultant's current and prior years (if applicable)

<input type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov't ICR Audit	<input type="checkbox"/> Caltrans ICR Audit
<input type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> Federal Gov't ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate 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**: Juan Jose Bohorquez

Title**: President

Signature: 

Date of Certification (mm/dd/yyyy): 03/14/2019

Email**: jose@besstestlab.com

Phone Number**: 408 988-0101

**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 Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.

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**EXHIBIT 10-K CONSULTANT ANNUAL 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: Bess Testlab, 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:

Combined Rate 185.42 % OR

Home Office Rate 185.42 % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * 2017 / 2018

TRADE: POTHOLES 13. 3/14

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate 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 Indirect Cost Rate(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 indirect cost rate(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 Exhibit 10-A.

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;
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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 \$ _____ 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 _____.
- Years of consultant's experience with 48 CFR Part 31 is _____.
- Audit history of the consultant's current and prior years (if applicable)

<input type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov't ICR Audit	<input type="checkbox"/> Caltrans ICR Audit
<input type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> Federal Gov't ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate 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**: Juan Jose Bohorquez

Title**: President

Signature: 

Date of Certification (mm/dd/yyyy): 03/14/2019

Email**: jose@besstestlab.com

Phone Number**: 408 988-0101

**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 Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.

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