

**DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE
AND FEHR AND PEERS FOR ENGINEERING CONSULTING SERVICES
FOR ROADWAY SAFETY PLAN as part of the SYSTEMIC SAFETY
ANALYSIS REPORT PROGRAM (SSARP)**

THIS AGREEMENT, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and Fehr and Peers ("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 Systemic Safety Analysis Report Program (SSARP); 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 Steve Davis, PE to this project, to act in the capacity of Project Manager and personally direct the professional services to be provided by CONSULTANT.

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

2. Notice to Proceed/Completion of Services

- (a) CONSULTANT shall commence services upon receipt of a Notice to Proceed from CITY. Notice shall be deemed to have occurred three (3) calendar days after deposit in the regular course of the United States mail.
- (b) When CITY determines that CONSULTANT has satisfactorily completed the services defined in Exhibit "A," CITY shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination of completion when, in its opinion, it has satisfactorily completed the Scope of Work (Exhibit "A"), and if so requested, CITY shall make this determination within fourteen (14) days of such request.

3. Project Schedule

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

4. Payment of Fees and Expenses

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 "B-1". 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 Two Hundred Forty-Nine Thousand Two Hundred Seventy Five and 80/100 Dollars (\$249,275.80), 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: Shahid Abbas, Transportation and Traffic Manager
Department of Public Works
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: Steve Davis, PE
Fehr & Peers
160 West Santa Clara Street, Suite 675
San Jose CA 95113

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

Steve Davis, PE
Fehr & Peers ("CONSULTANT")

APPROVED AS TO FORM:

By _____

Name/Title

City Attorney

By _____

Name/Title

Project Work Plan & Approach

Proposed Scope of Work

The Fehr & Peers team will conduct a systemic safety analysis for motorists, bicyclists, and pedestrians on public roads in the City of Sunnyvale building on our ongoing Vision Zero efforts to produce a Roadway Safety Plan consistent with Caltrans SSARP guidelines. The completed Roadway Safety Plan will assess collision patterns by location, type of road user, roadway characteristics, and collision circumstances to guide the identification of implementable cost-effective countermeasures. The list of countermeasures will be developed in coordination with City staff. The Roadway Safety Plan will identify and prioritize engineering projects to continue to combat fatal and serious injury collisions in the City of Sunnyvale.

The final product of the SSARP will include a summary of existing relevant safety plans and policies, a vicinity/location map, crash characteristics, data gathering, data analysis and road safety audit methodology and findings, a toolbox of systemic low-cost safety countermeasures, benefit/cost ratios, and a set of priority safety projects eligible to submit for HSIP grant funding consideration. The report will also identify other potential sources for funding.

A critical element will be the robust community outreach strategy to engage residents in the program, to solicit local knowledge, and to foster an inclusive approach to community concerns.

Task 1: Project Management

The Fehr & Peers team will refine and finalize the work plan, budget, and schedule, as well as manage day-to-day operations for the contract. In addition to regularly scheduled meetings, routine communication and close coordination with City staff will be critical to help the project progress smoothly, on time and within budget.

1.1 Kick-off Meeting

The Fehr & Peers team will meet with City of Sunnyvale staff to review and revise the work plan, budget, and schedule for the Sunnyvale Roadway Safety Plan SSARP. The meeting will provide an opportunity to discuss project goals, performance measures that will be used to evaluate the contract outcomes, and communication protocols throughout the project. Additionally, we propose to identify key stakeholders who could form the basis for a Technical Advisory Group (TAG) to be consulted at key milestones throughout the project. It is anticipated that the TAG would incorporate key parties active to date in the Sunnyvale Vision Zero Plan project.

1.2 Progress Meetings

Fehr & Peers will work with the City's Project Manager to set a schedule for up to nine additional in-person meetings or conference calls. After the kick-off meeting, our team will send a meeting summary with key action items identified.

Additionally, Fehr & Peers proposed to hold bi-weekly progress meeting phone calls throughout the life of the project to ensure close coordination between City and consultant staff.

1.3 Monthly Progress Reports

Monthly progress reports will be provided with every invoice. The reports will outline tasks accomplished and deliverables provided in the monthly billing cycle. Invoices will be submitted in the format approved by the City of Sunnyvale.

Deliverables:

- *Preparation for and attendance at project kick-off meeting*
- *Final work plan, budget, and project schedule*
- *Nine in-person meetings or conference calls, including meeting agendas and minutes*
- *Bi-weekly progress meeting phone calls*
- *Monthly project invoices and progress reports*

Task 2: Document Review

Our team will strengthen our already robust understanding of the safety and overall transportation environment in the City of Sunnyvale through a review of recent plans and policies related to the City's multimodal travel network. In addition to coordinating efforts with the ongoing development of the Sunnyvale Vision Zero Plan, we will review documents such as the Safe Routes to School Plan, Pedestrian Safety Opportunities Study, 2006 Bicycle Plan, General Plan Land Use and Transportation Element, relevant Specific Plans, and the City's engineering standards guiding project implementation. Successful policies from surrounding jurisdictions that are relevant to the safety environment will also be identified. Efforts previously completed as part of the Vision Zero Plan will allow the Fehr & Peers team to complete this task quickly and efficiently.

Additionally, the consultant team will review pertinent state and federal SSARP documents such as the Caltrans Systemic Safety Analysis Report Program (SSARP) Guidelines, Caltrans Local Roadway Safety Guidelines, Caltrans Local Assistance Procedures Manual, Caltrans Strategic Highway Safety Plan, and U.S. Department of Transportation System Safety Project Selection Tool. The Highway Safety Manual, Caltrans Complete Streets Implementation Action Plan 2.0, Caltrans Complete Intersections 2010, Caltrans Smart

Mobility Framework Pilot Study of March 2015, and the latest collision data will also be reviewed. Our team is extensively familiar with these documents through other SSARP efforts.

Fehr & Peers will coordinate with the City to identify any other background documentation which may be beneficial to improving the team's understanding to the development of the Roadway Safety Plan.

Deliverable:

- *A memorandum detailing key safety takeaways from the reviewed documents, including findings which may influence the final Roadway Safety Plan SSARP report*

Task 3: Data Collection

3.1 Current Crash Data

Fehr & Peers will utilize vehicle, pedestrian and bicycle collision data for the City of Sunnyvale for the five-year period spanning 2013 through 2017. Data for 2013 through 2016 were previously collected by Fehr & Peers as part of the Sunnyvale Vision Zero Plan, for which a collision database in GIS format was developed with each collision record coded to a unique location. Additional 2017 collision data will be collected as part of this project. The primary source for collision data is the City's Crossroads software. The Fehr & Peers team will be able to begin analysis activities quickly and efficiently utilizing previously aggregated data.

3.2 Contextual and Roadway Data

Through our experience working with both the City of Sunnyvale and other citywide collision databases, we have learned the value of supplementing collision data with contextual variables to enrich the collision analysis and better understand collision patterns. Contextual variables contain information on the environments surrounding the collision locations, including:

- Demographic data (e.g., population, employment, age, race, gender, etc.)
- Land use data (e.g., locations of schools, parks, senior center, etc.)
- Roadway characteristics data (e.g., number of lanes, speeds, volumes, traffic controls, bicycle facilities, sidewalks, street lighting, etc.)

Fehr & Peers understands the importance of quality background data and has already established much of this as part of the Sunnyvale Vision Zero Plan project. In order to expand the transportation safety context, we propose to collaborate with the City data team to identify additional contextual variables which could be added to the collision analysis, potentially including the locations of existing sidewalk gaps, the presence of roadway lighting, and additional multimodal volumes to supplement previous City traffic count data collection.

We will incorporate relevant GIS data previously collected as part of the Sunnyvale Vision Zero Plan, but it is assumed that the City will provide relevant updates to GIS data on local land uses and roadway characteristics, as available from the Safe Routes to School Plan, Pedestrian Safety Opportunities Study,

2006 Bicycle Plan, General Plan Land Use and Transportation Element, and other City resources. Fehr & Peers will ultimately conduct field observations at key locations to validate the feasibility of proposed countermeasures identified in later tasks.

3.3 Documentation of Implemented Countermeasures

Fehr & Peers will investigate low cost systemic countermeasures which have been successfully implemented within Sunnyvale and surrounding jurisdictions, noting the location, treatment, installation date, and post-implementation evaluations which have been completed. We will also identify programmed improvements which have not yet been implemented. The investigations will include roadway segment, signalized intersection, and unsignalized intersection improvements.

Deliverables:

- *Collected project data for reference in future tasks and inclusion in the Roadway Safety Plan SSARP*
- *Graphical, map, or tabular representations of projects which have been implemented*

Task 4: Crash and Roadway Data Analysis

The Fehr & Peers team proposes a network screening approach to identify the most critical safety risks on roadways within the City of Sunnyvale through analysis of Sunnyvale's roadway network. This will build upon the High Injury Network previously identified as part of the Sunnyvale Vision Zero Plan and result in a proactive safety evaluation that uses known crash histories to identify roadway characteristics that might increase risk. The proposed analysis methodology relies on methods described in AASHTO's Highway Safety Manual to search for patterns in historical crash activity that will highlight other areas of high risk that may not have yet experienced many crashes. These methods would form the foundation of an ongoing monitoring program for the City using its Crossroads database system.

The network screening process will require city streets and intersections to be classified into reference populations, likely based on functional classification (i.e., Principal Arterial, Arterial, Collector, Residential), number of lanes, and intersection control. These reference populations will then be used to conduct three statistical screens of the City's roadway system. These are Critical Crash Rate, Probability of Specific Crash Types Exceeding Threshold Proportion, and Excess Proportion of Specific Crash Types.

These methods need minimal data to implement. Required data elements are:

- Crashes by location
- Traffic volume
- Reference populations

The result will be an analysis of all locations within the City yielding a list of roadway segments, signalized intersections, and unsignalized intersections ranked in priority order for each of the three analyses. Ultimately, our team will work with the City to select twenty priority projects as part of Task 6.

4.1 Critical Crash Rate

Critical Crash Rate is the average crash rate at all sites within a reference population. This analysis will compare the observed crash rate at given locations to the critical crash rate to identify under-performing roadway segments and intersections relative to their peers within the City. This method allows lower volume roadways with higher crash risk factors that would be missed with an exclusive eye towards raw crash rates.

The result of this measure will be the locations where crash rates are highest above their peer locations.

4.2 Probability of Specific Crash Type Exceeding Threshold Population

This measure looks at the proportion of crash types in the reference population and determines a probability factor for each crash type. The analysis then determines how likely crash activity at a given location truly exceeds the average outside chance occurrence of crashes. This analysis can take an additional step towards identifying unusual crash activity both positive and negative.

The result of this measure are locations where crash activity does not match its peer locations, triggering the possibility of outlying characteristics that can be remedied, and perhaps tracked to other locations.

4.3 Excess Proportion of Specific Crash Types

Similar to Critical Crash rate, this measure uses reference populations to isolate similar roadways and intersections. A threshold for crash types or severities is identified by determining how crash types and severities are distributed in the study population, and then identifying locations where a given crash type is over-represented.

Each of these network screening methods will result in a short list of locations that can be studied both for short-term local mitigation, and for challenges that can be employed for systemic improvements city wide.

Deliverables:

- *Critical Crash Rate - GIS file of locations with highest crash potential by reference population.*
- *Excess Proportion of Specific Crash Types - GIS file of locations with highest crash potential by reference population.*
- *Probability of Specific Crash Type Exceeding Threshold Population - GIS file of locations with highest crash potential by reference population.*
- *A report documenting the crash and roadway data analysis results, including public-facing maps, figures, and tables depicting the severity and locations of non-injury, injury, severe injury, and fatal crashes. The analyses outlined in the report will also be included in the final Roadway Safety Plan.*
- *One in-person meeting to review data analysis results and findings.*

Task 5: Countermeasure Selection

The team will compile a preliminary set of suggested countermeasures to address the safety challenges identified under Task 4 and present the preliminary set at an advisory group workshop to gather input. To

help promote community buy-in and engagement, as well as to further deepen the understanding of current conditions and countermeasure feasibility, the team proposes in-person and online community outreach in the form of a community workshop and accompanying online survey.

5.1 Preliminary Countermeasure List

The Fehr & Peers team will use the Crash Reduction Factors provided in the Local Roadway Safety Manual (LRSM) to suggest the most effective countermeasures for the primary collision types and safety issues identified in Task 4. We will also investigate additional proven countermeasures from sources like FHWA PedSAFE and BikeSAFE toolboxes and the CRF Clearinghouse to supplement the countermeasures currently available in the LRSM. Effective countermeasures will be identified as those with potentially high benefit-to-cost ratios for improving safety performance

We will compile a pictorial summary of the proposed countermeasures.

5.2 TAG Workshop #1

We will facilitate a formal stakeholder workshop involving members of the TAG identified in Task 1 to discuss the systemic safety analysis process and gather input regarding the locations with safety issues and suggested countermeasures for improvement and prioritization. The workshop will be focused on educating and informing stakeholders of the systemic and proactive approach and discussing and prioritizing safety countermeasures.

Based on the feedback from the workshop, we may modify the preliminary list of suggested countermeasures by reprioritizing the list or by adding or eliminating countermeasures. Documentation of the workshop will be included in the final report, and eliminated countermeasures will still be documented.

5.3 Community Outreach Event #1

The Fehr & Peers team will develop workshop parameters to assist the City in conducting a community outreach event. It is anticipated that the event will build on the feedback and relationships developed through outreach during the Sunnyvale Vision Zero Plan project, allowing the Fehr & Peers team to more efficiently and effectively introduce the SSARP process to the community.

We will work with the City to develop an outreach strategy plan that outlines how, when, where, why and with whom we are planning outreach. We will prepare necessary presentations, project boards and visual aids, as well as prepare event summaries. The City will be responsible for compilation of attendee lists and dissemination of event invitations and information to participants, along with logistical support and securing venues. Potential approaches to outreach could include traditional workshops, pop-up informational booths at community events, and/or feedback collection at popular local establishments.

We envision the community event to be interactive and engaging, while also fostering an environment for mutual learning. Participants will provide firsthand insight on community needs and desires. This feedback will be essential in the development of the final Roadway Safety Plan SSARP report. The focus of the event

will be to educate the community on traffic safety issues, present results of the data analysis, and get input on acceptable countermeasures and strategies. Feedback from the event may prompt our team to incorporate new countermeasures or remove countermeasures considered infeasible. Any removed countermeasures will still be documented in the final report even if not recommended.

Fehr & Peers will create an interactive online survey to accompany the community outreach event and provide opportunities for Sunnyvale residents to contribute to the SSAR process. The survey will be used to solicit feedback from residents about specific trouble spots to help ground-truth our data-driven process, and it will allow residents who might not participate in community meetings to be engaged in the process. The survey will be similar to that which was used by Fehr & Peers as part of the Sunnyvale Vision Zero Plan and survey feedback from the two projects can be aggregated if desired be aggregated.

Deliverables:

- *Preliminary list of proposed traffic safety countermeasures*
- *Stakeholder workshop PowerPoint presentation with overall framework for roadway safety planning and summary of systemic analysis and potential countermeasures*
- *Stakeholder workshop summary*
- *One community workshop, including online survey, presentations, project boards and visual aids, as well as workshop summaries*
- *If selected, draft and final concept plans for installation of a living preview; publicity materials design; meeting to confirm design; staff and materials budget to install project for up to two days; and summary of event.*

Task 6: Develop Projects

The Fehr & Peers team will develop a list of high-priority safety improvement projects by performing benefit/cost analyses and using feedback from City staff and stakeholders. To facilitate a robust dialogue with all interested parties, the team proposes a second formal stakeholder workshop and community outreach event to receive input on the refined list of countermeasures.

6.1 Benefit/Cost Ratios and Project Packages

Our team will use the Caltrans Benefit Calculator tool to calculate benefit/cost ratios for the potential countermeasures identified in Task 3 for the priority focus areas. We will use our experience working on similar projects to develop general cost estimates for treatments based on recent local bid results. Using the calculated benefit and cost, we will develop project packages that will be competitive for HSIP funding. This will be an iterative process to maximize the benefit/cost ratio. A detailed benefit/cost calculation methodology for each project will be documented and included in the final report.

6.2 TAG Workshop #2

The Fehr & Peers team will facilitate a second formal TAG workshop to present potential high-priority safety improvement projects and gather input from relevant stakeholders concerning the most appropriate projects for further consideration. Documentation of the workshop will be included in the final report.

6.3 Community Outreach Event #2

The Fehr & Peers team will assist the City in conducting a community outreach event using methods similar to those described in Task 5.3 above. It is anticipated that the event will focus on safety improvement projects identified in Task 6.1 and agreed upon in collaboration with TAG members in Task 6.2. Similar to Task 5.3, we will create an interactive online survey to accompany the community outreach event.

We will prepare necessary presentations, project boards and visual aids, as well as prepare event summaries. The City will be responsible for compilation of attendee lists and dissemination of event invitations and information to participants, along with logistical support and securing venues.

6.4 Summary of Prioritized Safety Projects

The team will develop a final prioritized list of up to twenty safety projects based on calculated benefit/cost ratios and feedback from City staff and the stakeholder workshops. The list will clearly identify projects that are likely to compete well for HSIP funding. The methodology for project selection and prioritization will be identified and included in the final report.

We will develop concept project fact sheets for each of the twenty prioritized safety projects, including types of safety improvements, beginning and end points, benefit/cost ratio, estimated total project cost, construction by year, and expected funding sources/amounts.

Deliverables:

- *Up to twenty priority safety projects for implementation based on calculated benefit/cost ratios and feedback from City staff and stakeholders*
- *Stakeholder workshop materials presenting potential high-priority safety improvement projects for participant review and feedback, with one round of revisions based on consolidated comments*
- *Stakeholder workshop summary*
- *One community workshop, including online survey, presentations, project boards and visual aids, as well as workshop summaries*
- *Refined list of up to twenty prioritized safety projects, the limits of each project, types of safety improvements, and benefit/cost ratios*
- *Benefit/cost calculation and project selection/prioritization methodologies summarized in technical memorandum to be included in the final report, along with a table detailing the financial aspects of countermeasure implementation, including estimated total project cost, construction by year, and expected funding sources and amount for each project*

Task 7: Final Roadway Safety Plan

The Fehr & Peers team will prepare a Draft Roadway Safety Plan that incorporates the findings from Tasks 1 through 6. This report will satisfy SSARP reporting requirements while also presenting a list of prioritized projects with supporting safety evidence to position the City of Sunnyvale for success in competitive funding processes such as the HSIP program. All work products produced as part of previous tasks will be packaged and delivered as part of the report. The consultant team will receive one round of consolidated comments and then finalize the report.

The report will include maps and graphics to complement the report narrative and make it accessible to non-technical readers. The maps and graphics will also be part of a presentation developed by the consultant team that can be presented to City Council, City commissions, and the public. In addition to the visuals, the presentation will include non-technical language to help the City communicate the results of the systemic safety analysis to both internal and external audiences.

The report will meet the requirements of the Systemic Safety Analysis Report Program (SSARP) Guidelines, including: Executive Summary, Engineer's Seal and Signature, Statement of Protection of Data from Discovery and Admissions, Safety Data Utilized, Data Analysis Techniques and Results, Highest Occurring Crash Types, High-Risk Corridors and Intersections, Countermeasures Identified to Address the Safety Issues, Viable Project Scopes and Prioritized List of Safety Projects, and Attachments and Supporting Documentation.

Deliverables:

- *Five hard copies and one electronic copy of Draft Report*
- *Five hard copies and one electronic copy of Final Report to satisfy SSARP guidelines*
- *Delivery of visually-focused presentation at one meeting, potentially including attendance of public and/or elected officials*

Task 8: Additional Presentations

Fehr & Peers proposes to lead the development and delivery of up to four additional presentations at meetings which may or may not include public officials (i.e., Commissions, City Council, or Bicycle/Pedestrian Advisory Group). These meetings are in addition to meetings with City staff and work shop events as described in Tasks 1 through 7 in the preceding scope of services.

Task 9: Optional Tasks

In addition to the base scope items described above, the Fehr & Peers team has identified two optional tasks which could provide value for the City of Sunnyvale. If selected, it is anticipated that a portion of the contingency would be allocated to these optional tasks.

9.1 Safety Planning Tool

The Fehr & Peers team proposes installing an updated module to the City's Crossroads system to implement a more seamless procedure for the City of Sunnyvale to continually monitor its progress in improving roadway safety and to allow re-prioritization of safety needs as conditions change and projects are completed.

We have included the Crossroads Software team in our proposal to assist in developing and implementing this update. This will prevent the need for the City to maintain and use a separate spreadsheet or GIS tool and will take advantage of existing maintenance agreements with Crossroads.

The updated system will include the ability to re-run any of the three network screening methods used as part of the SSAR development, allowing for a consistent and empirical prioritization of safety improvements in the City.

Deliverable:

- *An updated Crossroads module to be installed on the City's Crossroads system*

9.2 Living Preview

As an optional task, Fehr & Peers will install a temporary or 'living' preview of a proposed safety countermeasure improvement project at a location determined in collaboration with the City. Treatments which make ideal candidates for living previews include bicycle facilities, curb extensions, parklets, roundabouts, and road 'right-sizing' projects. These living previews allow residents to observe, interact, and comment on the proposed improvement projects. Fehr & Peers staff would be present on-site to collect real-time feedback from participants in the living preview during anticipated times of high participation.

Fehr & Peers has put on numerous living preview projects, including a two-way protected bikeway on Park Boulevard in Palo Alto organized by Steve Davis and Ryan McClain to coincide with the weekly California Avenue Farmers Market. Living previews are an exciting opportunity to explain proposed improvements to community members in full-scale design. To date, two of these living preview projects have resulted in implementation of permanent street changes people are enjoying every day, and two others have funding for PS&E and construction already secured.

Living previews have a great deal of benefit for technical stakeholders, including City engineering staff, as on-the-fly design modifications can be made to ensure the proposal operates as well as possible. They can allow for coordination and testing of actual design vehicles with emergency service providers. Project evaluation can also be done during the Living Preview event to collect data on how the facility is used, including speed data, volumes, and community preference and perception.

An important aspect of the event will be explaining the various improvements and the purpose of the installation. It is assumed that the City of Sunnyvale will take the lead on appropriate permits, temporary traffic control (if needed), event publicity, and borrowing supplies available to the City (e.g. cones, sandwich board signs, etc).

The exact scope and fee for the living preview would be identified at the time of its request and no work will be completed without written notice to proceed.

Deliverables:

- *If selected, draft and final concept plans for installation of a living preview; publicity materials design; meeting to confirm design; staff and materials budget to install project for up to two days; and summary of event*

[illegible]

Fehr & Peers Fee Proposal for Sunnyvale Roadway Safety Plan SSARP

Revised May 10, 2018

	Fehr & Peers (Prime)											Kimley-Horn (Sub)										Total Labor Hours	Total Costs		
	Steve Davis, Project Manager	Ryan McClain, Principal-in-Charge	Dana Weissman, Bicycle/Pedestrian Safety Specialist	Matt Haynes, Multimodal Specialist	Engineer or Planner	GIS/ Graphics	Admin					Mike Colety, Senior Advisor	Molly O'Brien, Senior Traffic Safety Data Analysis	Darryl dePencier, Senior Traffic Safety Data Analysis	Ben Huie, Transportation Engineer	Analyst	Support								
	Labor Hours	Labor Costs	Direct Costs	Subtotal																					
Tasks	\$172	\$209	\$149	\$262	\$137	\$118	\$118					\$250	\$189	\$154	\$175	\$128	\$100								
Task 1 - Project Management																									
1.1 Kick-off Meeting	6	4	4		2		2	18	\$2,974.00	\$100.00	\$3,074.00											\$0.00	18	\$3,074.00	
1.2 Progress Meetings	44	12	8		22		11	97	\$15,580.00	\$250.00	\$15,830.00	6	6	6				18	\$3,558.84	\$500.00	\$4,058.84	\$202.94	115	\$20,091.78	
1.3 Monthly Progress Reports	22				12		36	70	\$9,676.00	\$0.00	\$9,676.00						10	10	\$996.70	\$0.00	\$996.70	\$49.84	80	\$10,722.54	
Task 2 - Document Review																									
Document Review	8	2	4	4	40	12	9	79	\$11,396.00	\$0.00	\$11,396.00							0	\$0.00	\$0.00	\$0.00	\$0.00	79	\$11,396.00	
Task 3 - Data Collection																									
3.1 Current Crash Data	4				40	8	7	59	\$7,938.00	\$100.00	\$8,038.00							0	\$0.00	\$0.00	\$0.00	\$0.00	59	\$8,038.00	
3.2 Contextual and Roadway Data	2	2			60	8	9	81	\$10,988.00	\$100.00	\$11,088.00							0	\$0.00	\$0.00	\$0.00	\$0.00	81	\$11,088.00	
3.3 Documentation of Implemented Countermeasures	2	2		2	40	16	8	70	\$9,598.00	\$0.00	\$9,598.00							0	\$0.00	\$0.00	\$0.00	\$0.00	70	\$9,598.00	
Task 4 - Crash and Roadway Data Analysis																									
4.1 Critical Crash Rate	4				4	4	2	14	\$1,944.00	\$50.00	\$1,994.00	8	16	36	16	44		120	\$19,007.00	\$250.00	\$19,257.00	\$962.85	134	\$22,213.85	
4.2 Probability of Specific Crash Type Exceeding Threshold Population	4				4	4	2	14	\$1,944.00	\$50.00	\$1,994.00	6	12	28	12	32		90	\$14,281.56	\$0.00	\$14,281.56	\$714.08	104	\$16,989.64	
4.3 Excess Proportion of Specific Crash Types	4				4	4	2	14	\$1,944.00	\$50.00	\$1,994.00	6	12	28	12	32		90	\$14,281.56	\$0.00	\$14,281.56	\$714.08	104	\$16,989.64	
Task 5 - Countermeasure Selection																									
5.1 Preliminary Countermeasures List	8	4	4	2	60		10	88	\$12,732.00	\$0.00	\$12,732.00	16	16	16				48	\$9,490.24	\$250.00	\$9,740.24	\$487.01	136	\$22,959.25	
5.2 TAG Workshop #1	8	4			12	8	4	36	\$5,272.00	\$50.00	\$5,322.00											\$0.00	36	\$5,322.00	
5.3 Community Outreach Event #1	10	4	2		36	24	10	86	\$11,798.00	\$100.00	\$11,898.00											\$0.00	86	\$11,898.00	
Task 6 - Develop Projects																									
6.1 Benefit/Cost Ratios and Project Packages	8	4			60	16	11	99	\$13,618.00	\$0.00	\$13,618.00											\$0.00	99	\$13,618.00	
6.2 TAG Workshop #2	8	4			12	8	4	36	\$5,272.00	\$50.00	\$5,322.00											\$0.00	36	\$5,322.00	
6.3 Community Outreach Event #2	10	4	2	2	30	20	9	77	\$10,910.00	\$100.00	\$11,010.00											\$0.00	77	\$11,010.00	
6.4 Summary of Prioritized Safety Projects	12	2	2	2	32	8	7	65	\$9,458.00	\$0.00	\$9,458.00											\$0.00	65	\$9,458.00	
Task 7 - Final SSARP Report																									
Draft and Final SSARP Report	20	4	4	4	80	40	19	171	\$23,842.00	\$100.00	\$23,942.00	4	4	4			6	18	\$2,970.58	\$0.00	\$2,970.58	\$148.53	189	\$27,061.11	
Task 8 - Additional Presentations																									
Four Additional presentations	28	8	4		16	16	9	81	\$12,226.00	\$200.00	\$12,426.00											\$0.00	81	\$12,426.00	
Total for Base Scope Tasks												46	66	118	40	108	16	394	\$64,586.48	\$1,000.00	\$65,586.48	\$3,279.32	1,649	\$249,275.80	
Task 9 - Optional Tasks																									
9.1 Safety Planning Tool	2	2					1	5	\$880.00	\$10,500.00	\$11,380.00	2	2	16				20	\$3,344.94	\$0.00	\$3,344.94	\$167.25	25	\$14,892.19	
9.2 Living Preview																								TBD	
Total for Base Scope + Optional Task 9.1																	1,674	\$264,167.99							

Notes:

Actual billing rate at the time of service may vary depending on the final staffing plan at the time the project starts; the overall fee will not be exceeded

All subconsultant/vendor expenses are billed with 5% handling fee

Crossroads Software development effort is included as a direct cost in Optional Task 9.1

Exact scope and fee for Optional Task 9.2 would be identified at the time of its request

Mileage is billed at the IRS rate with no handling fee

All other direct expenses, including those related to parking or transportation, are billed at cost with full explanation of the expense and no handling fee

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

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 Fehr & PeersProject No. F18-192Contract No. _____ Date 07/02/2018**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager*	Steve Davis	212	\$ 59.13	\$ 12,535.56
Principal-in-Charge*	Ryan McClain	60	\$ 71.15	\$ 4,269.00
Bike/Ped Safety	Dana Weissman	34	\$ 49.52	\$ 1,683.68
Multimodal Spec.	Matt Haynes	16	\$ 90.38	\$ 1,446.08

LABOR COSTSa) Subtotal Direct Labor Costs \$ 60,065.55b) Anticipated Salary Increases (see page 2 for calculation) \$ 0.00c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \$ 60,065.55**INDIRECT COSTS**d) Fringe Benefits (Rate: 73.6%) e) Total Fringe Benefits [(c) x (d)] \$ 43,883.89Overhead (Rate: 102.6%) g) Overhead [(c) x (f)] \$ 61,855.50h) General and Administrative (Rate: 0.0%) i) Gen & Admin [(c) x (h)] \$ 0.00j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] \$ 105,739.39**FIXED FEE**k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee 10.0% \$ 16,580.49**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Travel Expenses			\$	\$ 1303.88
Equipment Rental and Supplies			\$	\$
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$

l) **TOTAL OTHER DIRECT COSTS** \$ 1,303.88**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: Kimley-Horn	\$ 65,586.48
Subconsultant 2:	\$
Subconsultant 3:	\$
Subconsultant 4:	\$

m) **TOTAL SUBCONSULTANTS' COSTS** \$ 65,586.48n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l)+(m)] \$ 66,890.36**TOTAL COST** [(c) + (j) + (k) + (n)] \$ 249,275.80**NOTES:**

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

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

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 Fehr & PeersProject No. F18-192 Contract No. _____ Date 07/02/2018**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Engineer/Planner	TBD - Engineer/Planner	566	\$ 47.90	\$ 27,111.40
GIS/Graphics	TBD - GIS/Graphics Staff	196	\$ 40.42	\$ 7,922.32
Administrative	Marcel Thomas	171	\$ 29.81	\$ 5,097.51
			\$	\$ 0.00

LABOR COSTSa) Subtotal Direct Labor Costs \$ 60,065.55b) Anticipated Salary Increases (see page 2 for calculation) \$ 0.00c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \$ 60,065.55**INDIRECT COSTS**d) Fringe Benefits (Rate: 73.0%) e) Total Fringe Benefits [(c) x (d)] \$ 43,883.89Overhead (Rate: 102.4%) g) Overhead [(c) x (f)] \$ 61,855.50h) General and Administrative (Rate: 0.0%) i) Gen & Admin [(c) x (h)] \$ 0.00j) **TOTAL INDIRECT COSTS** [(c) + (g) + (i)] \$ 105,739.39**FIXED FEE**k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee 10.0% \$ 16,580.49**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$	\$ 1303.88
Equipment Rental and Supplies			\$	\$
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$

l) **TOTAL OTHER DIRECT COSTS** \$ 1,303.88**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: Kimley-Horn	\$ 65,586.48
Subconsultant 2:	\$
Subconsultant 3:	\$
Subconsultant 4:	\$

m) **TOTAL SUBCONSULTANTS' COSTS** \$ 65,586.48n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l)+(m)] \$ 66,890.36**TOTAL COST** [(c) + (j) + (k) + (n)] \$ 249,275.80**NOTES:**

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

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	5000	=	\$50.00	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$257,871.10	
Direct Labor Subtotal before Escalation				=	\$250,000.00	
Estimated total of Direct Labor Salary Increase				=	\$7,871.10	Transfer to Page 1

NOTES:

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

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. F18-192 Contract No. _____ Date 6/28/2018**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Sr. Advisor	Mike Colety	46	\$76.44	\$ 3,516.24
Sr. Engineer	Molly O'Brien	66	\$57.70	\$ 3,808.20
Sr. Planner	Darryl dePencier	118	\$47.12	\$ 5,560.16
Engineer	Ben Huie	40	\$53.62	\$ 2,144.80
Analyst		108	\$39.08	\$ 4,220.64
Support		16	\$30.46	\$ 487.36

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 19,737.40
 b) Anticipated Salary Increases (see page 2 for calculation) \$ -
 c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** **\$ 19,737.40**

INDIRECT COSTS

d) Fringe Benefits (Rate: 42.14%) e) Total Fringe Benefits [(c) x (d)] \$ 8,317.34
 f) FCCM (Rate: 0.51%) g) FCCM [(c) x (f)] \$ 100.66
 h) General and Administrative (Rate: 154.88%) i) Gen & Admin [(c) x (h)] \$ 30,569.29
 j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** **\$ 38,987.29**

FIXED FEE k) **TOTAL FIXED FEE [(c) + (e) + (i)* fixed fee 10%]** **\$ 5,862.40**

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

Description of Item	Quantity	Unit	Unit Cost	Total
Travel Expenses			\$0.00	\$ 999.39
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -

l) TOTAL OTHER DIRECT COSTS **\$ 999.39**

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)] **\$ 999.39**

TOTAL COST [(c) + (j) + (k) + (n)] **\$ 65,586.48**

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 6/28/2018

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
\$ 19,737.40	/	394	=	\$50.09	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	\$50.09	+	5%	=	\$52.60	Period 2 Avg Hourly Rate
Period 2	\$52.60	+	5%	=	\$55.23	Period 3 Avg Hourly Rate
Period 3	\$55.23	+	5%	=	\$57.99	Period 4 Avg Hourly Rate
Period 4	\$57.99	+	5%	=	\$60.89	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	100.00%	*	394	=	394	Estimated Hours Period 1
Period 2	0.00%	*	394	=	0	Estimated Hours Period 2
Period 3	0.00%	*	394	=	0	Estimated Hours Period 3
Period 4	0.00%	*	394	=	0	Estimated Hours Period 4
Period 5	0.00%	*	394	=	0	Estimated Hours Period 5
Total	100%		Total	=	394	

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	\$50.09	*	394	=	\$19,737.40	Estimated Hours Period 1
Period 2	\$52.60	*	0	=	\$0.00	Estimated Hours Period 2
Period 3	\$55.23	*	0	=	\$0.00	Estimated Hours Period 3
Period 4	\$57.99	*	0	=	\$0.00	Estimated Hours Period 4
Period 5	\$60.89	*	0	=	\$0.00	Estimated Hours Period 5

Total Direct Labor Cost with Escalation	=	\$19,737.40	
Direct Labor Subtotal before escalation	=	\$19,737.40	
Estimated total of Direct Labor Salary Increase	=	\$0.00	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:

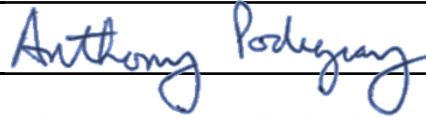
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, and allocable to the contract in accordance with the contract terms and the following requirements:

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): 6/28/2018
Email: anthony.podegracz@kimley-horn.com Phone Number: 619-234-9411
Address: 601 B Street, Suite 600, San Diego, CA 92101

*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:

Traffic Engineering Services

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**: \$1,000,000 per occurrence and \$2,000,000 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.
4. **Errors and Omissions** Liability Insurance appropriate to the Consultant's Profession: \$2,000,000 per claim.

Deductibles and Self-Insured

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** policy 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.

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.

Exhibit “D”

FEDERAL FORMS

Exhibit 10-H1 Cost Proposal – Fehr & Peers

Exhibit 10-H1 Cost Proposal – Kimley-Horn

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

Exhibit 10-Q Disclosure of Lobbying Activities

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

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 Fehr & PeersProject No. F18-192 Contract No. _____ Date 07/02/2018**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager*	Steve Davis	212	\$ 59.13	\$ 12,535.56
Principal-in-Charge*	Ryan McClain	60	\$ 71.15	\$ 4,269.00
Bike/Ped Safety	Dana Weissman	34	\$ 49.52	\$ 1,683.68
Multimodal Spec.	Matt Haynes	16	\$ 90.38	\$ 1,446.08

LABOR COSTS

- a) Subtotal Direct Labor Costs \$ 60,065.55
- b) Anticipated Salary Increases (see page 2 for calculation) \$ 0.00
- c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \$ 60,065.55

INDIRECT COSTS

- d) Fringe Benefits (Rate: 73.6%) e) Total Fringe Benefits [(c) x (d)] \$ 43,883.89
- Overhead (Rate: 102.4%) g) Overhead [(c) x (f)] \$ 61,855.50
- h) General and Administrative (Rate: 0.0%) i) Gen & Admin [(c) x (h)] \$ 0.00
- j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] \$ 105,739.39

FIXED FEE

- k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee 10.0% \$ 16,580.49

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

Description of Item	Quantity	Unit	Unit Cost	Total
Travel Expenses			\$	\$ 1303.88
Equipment Rental and Supplies			\$	\$
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$

l) **TOTAL OTHER DIRECT COSTS** \$ 1,303.88**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: Kimley-Horn	\$ 65,586.48
Subconsultant 2:	\$
Subconsultant 3:	\$
Subconsultant 4:	\$

m) **TOTAL SUBCONSULTANTS' COSTS** \$ 65,586.48n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l)+(m)] \$ 66,890.36**TOTAL COST** [(c) + (j) + (k) + (n)] \$ 249,275.80**NOTES:**

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

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

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 Fehr & PeersProject No. F18-192 Contract No. _____ Date 07/02/2018**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Engineer/Planner	TBD - Engineer/Planner	566	\$ 47.90	\$ 27,111.40
GIS/Graphics	TBD - GIS/Graphics Staff	196	\$ 40.42	\$ 7,922.32
Administrative	Marcel Thomas	171	\$ 29.81	\$ 5,097.51
			\$	\$ 0.00

LABOR COSTS

- a) Subtotal Direct Labor Costs \$ 60,065.55
- b) Anticipated Salary Increases (see page 2 for calculation) \$ 0.00
- c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \$ 60,065.55

INDIRECT COSTS

- d) Fringe Benefits (Rate: 73.0%) e) Total Fringe Benefits [(c) x (d)] \$ 43,883.89
- Overhead (Rate: 102.4%) g) Overhead [(c) x (f)] \$ 61,855.50
- h) General and Administrative (Rate: 0.0%) i) Gen & Admin [(c) x (h)] \$ 0.00
- j) **TOTAL INDIRECT COSTS** [(c) + (g) + (i)] \$ 105,739.39
- k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee 10.0% \$ 16,580.49

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$	\$ 1303.88
Equipment Rental and Supplies			\$	\$
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$

l) **TOTAL OTHER DIRECT COSTS** \$ 1,303.88**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: Kimley-Horn	\$ 65,586.48
Subconsultant 2:	\$
Subconsultant 3:	\$
Subconsultant 4:	\$

m) **TOTAL SUBCONSULTANTS' COSTS** \$ 65,586.48n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l)+(m)] \$ 66,890.36**TOTAL COST** [(c) + (j) + (k) + (n)] \$ 249,275.80**NOTES:**

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

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	5000	=	\$50.00	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$257,871.10	
Direct Labor Subtotal before Escalation				=	\$250,000.00	
Estimated total of Direct Labor Salary Increase				=	\$7,871.10	Transfer to Page 1

NOTES:

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

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. F18-192 Contract No. _____ Date 6/28/2018**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Sr. Advisor	Mike Colety	46	\$76.44	\$ 3,516.24
Sr. Engineer	Molly O'Brien	66	\$57.70	\$ 3,808.20
Sr. Planner	Darryl dePencier	118	\$47.12	\$ 5,560.16
Engineer	Ben Huie	40	\$53.62	\$ 2,144.80
Analyst		108	\$39.08	\$ 4,220.64
Support		16	\$30.46	\$ 487.36

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 19,737.40
 b) Anticipated Salary Increases (see page 2 for calculation) \$ -
 c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** **\$ 19,737.40**

INDIRECT COSTS

d) Fringe Benefits (Rate: 42.14%) e) Total Fringe Benefits [(c) x (d)] \$ 8,317.34
 f) FCCM (Rate: 0.51%) g) FCCM [(c) x (f)] \$ 100.66
 h) General and Administrative (Rate: 154.88%) i) Gen & Admin [(c) x (h)] \$ 30,569.29
 j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** **\$ 38,987.29**

FIXED FEE k) **TOTAL FIXED FEE [(c) + (e) + (i)* fixed fee 10%]** **\$ 5,862.40**

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

Description of Item	Quantity	Unit	Unit Cost	Total
Travel Expenses			\$0.00	\$ 999.39
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -

l) TOTAL OTHER DIRECT COSTS **\$ 999.39**

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)] **\$ 999.39**

TOTAL COST [(c) + (j) + (k) + (n)] **\$ 65,586.48**

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 6/28/2018

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
\$ 19,737.40	/	394	=	\$50.09	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	\$50.09	+	5%	=	\$52.60	Period 2 Avg Hourly Rate
Period 2	\$52.60	+	5%	=	\$55.23	Period 3 Avg Hourly Rate
Period 3	\$55.23	+	5%	=	\$57.99	Period 4 Avg Hourly Rate
Period 4	\$57.99	+	5%	=	\$60.89	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	100.00%	*	394	=	394	Estimated Hours Period 1
Period 2	0.00%	*	394	=	0	Estimated Hours Period 2
Period 3	0.00%	*	394	=	0	Estimated Hours Period 3
Period 4	0.00%	*	394	=	0	Estimated Hours Period 4
Period 5	0.00%	*	394	=	0	Estimated Hours Period 5
Total	100%		Total	=	394	

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	\$50.09	*	394	=	\$19,737.40	Estimated Hours Period 1
Period 2	\$52.60	*	0	=	\$0.00	Estimated Hours Period 2
Period 3	\$55.23	*	0	=	\$0.00	Estimated Hours Period 3
Period 4	\$57.99	*	0	=	\$0.00	Estimated Hours Period 4
Period 5	\$60.89	*	0	=	\$0.00	Estimated Hours Period 5

Total Direct Labor Cost with Escalation	=	\$19,737.40	
Direct Labor Subtotal before escalation	=	\$19,737.40	
Estimated total of Direct Labor Salary Increase	=	\$0.00	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:

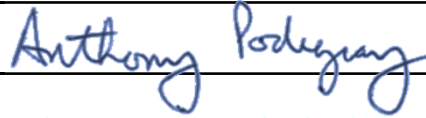
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - 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): 6/28/2018

Email: anthony.podegracz@kimley-horn.com Phone Number: 619-234-9411

Address: 601 B Street, Suite 600, San Diego, CA 92101

*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:

Traffic Engineering Services

**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's company or subsidiaries.

Indirect Cost Rate:

Indirect Cost Rate: Home Office Rate 197.02 % Field Office Rate (if applicable) _____%, and Facility Capital Cost of Money 0.51 % (if applicable) for **fiscal period** * 1/1/2016 - 12/31/2016

* Fiscal period is the annual one year accounting period that our Indirect Cost Rate was developed and based on (not the contract period) and that our financial statements are based on.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined 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 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 consultant's financial management system has the following attributes:

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

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

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) 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:

- The approximate dollar amount \$ 137.8M of all California government contracts for Architectural & Engineering services, which are subject to the Federal regulations, that the consultant received in the last three fiscal periods in Federal awards.
- The number of states in which the consultant does business is 50.
- Years of consultant's experience with 48 CFR Part 31 is 18.
- Audit history of the consultant (Check all that apply)
 - ☒ Cognizant ICR Audit
 - ☒ CPA ICR Audit
 - ☒ Federal Gov't ICR Audit
 - ☐ Consultant's Internal ICR Audit
 - ☐ Local Gov't ICR Audit
 - ☐ Caltrans ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Standard 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 PodegraczTitle**: Vice PresidentSignature Anthony PodegraczDate of Certification (mm/dd/yyyy): 02/22/2018Email**: anthony.podegracz@kimley-horn.comPhone 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 Investigation

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$

Prime Consultants (if applicable)

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): \$ 279,692.53

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

Kimley-Horn	\$ 63,500.50
	\$
	\$
	\$
	\$

Consultant Certifying (Print Name and Title):

Name: Jane Bierstedt

Title: Vice President

Consultant Certification Signature **: Joe A. K...

Date of Certification (mm/dd/yyyy): 2/28/2018

Consultant Contact Information:

Email: j.bierstedt@fehrandpeers.com

Phone number: (925) 357-3366

****An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.**


Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations
2) Retained in Local Agency Project Files

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

N/A

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 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 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>Jane Bierstedt</u> Title: <u>Vice President</u> Telephone No.: <u>(925) 930-7100</u> Date: <u>7/6/2018</u>			
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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

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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 _____
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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: None. (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: Michael Colety Title: Senior Vice President Telephone No.: 916-571-1011 Date: 6/28/18		Authorized for Local Reproduction Standard Form - LLL

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