

**DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE
AND ALTA PLANNING FOR SUNNYVALE SNAIL NEIGHBORHOOD ACTIVE
TRANSPORTATION CONNECTIVITY IMPROVEMENTS**

THIS AGREEMENT, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and ALTA PLANNING, a California corporation ("CONSULTANT").

WHEREAS, CITY desires to secure professional services necessary for investigation, analysis, design, preparation of construction drawings and contract specifications, consultation, services during construction and other services for a project known as Sunnyvale SNAIL Neighborhood Active Transportation Connectivity Improvements, Caltrans Project # ATPL 5213 (068); 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 Jocelyn Walker, PE to this project, to act in the capacity of Project Manager and personally direct the professional services to be provided by CONSULTANT.

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

2. Notice to Proceed/Completion of Services

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

3. Project Schedule

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

4. Allowable Cost and Payments

The method of payment for this Agreement will be based on the actual cost plus fixed fee contract

type as defined in Chapter 10 of the California Department of Transportation Local Assistance Procedures Manual. CITY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the attached CONSULTANT's Compensation Schedule (Exhibit "B"), unless additional reimbursement is provided for by contract amendment. In no event will CONSULTANT be reimbursed for overhead costs at a rate that exceeds CITY's approved overhead set forth in the Compensation Schedule. In the event that CITY determines that a change to the work from that specified in the Scope of Work (Exhibit "A") and Agreement is required, the contract time and/or actual costs reimbursable by CITY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in this section shall not be exceeded, unless authorized by contract amendment.

In addition to the allowable incurred costs, CITY will pay CONSULTANT a fixed fee (profit) of 10% as set forth in Exhibit "D". The fixed fee is nonadjustable for the term of the Agreement, except in the event of a significant change in the Scope of Work and such adjustment is made by contract amendment.

Compensation shall not exceed the amounts set forth in Exhibit "B" for each phase. In no event shall the total amount of compensation payable under this agreement exceed the sum of Seven Hundred Seventy Four Thousand Nine Hundred Eighty Six and No/100 Dollars (\$774,986.00) for the duration of this contract, inclusive of the fixed fee (profit) enumerated in Exhibit "B," and as well as optional services in an amount not to exceed Forty Four Thousand Four Hundred Fifty Four and No/100 Dollars (\$44,454.00) unless upon written modification of this Agreement. In no event shall the total amount of compensation payable under this agreement exceed the sum of Eight Hundred Nineteen Thousand Four Hundred Forty and No/100 Dollars (\$819,440.00). All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

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

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

Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items as required, CITY shall have the right to delay payment and/or terminate this Agreement in accordance with Section 24.

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

5. No Assignment of Agreement

CONSULTANT bind themselves, their partners, successors, assigns, executors, and administrators to all covenants of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement or any of the work provided for under this Agreement shall be assigned or transferred, either

voluntarily or by operation of law, without the prior written approval of CITY. However, claims for money due to or to become due to CONSULTANT from CITY under this Agreement may be assigned to a bank, trust company or other financial institutions, or to a trustee in bankruptcy, provided that written notice of any such assignment or transfer shall be first furnished to CITY. In case of the death of one or more members of CONSULTANT's firm, the surviving member or members shall complete the services covered by this Agreement. Any such assignment shall not relieve CONSULTANT from any liability under the terms of this Agreement.

6. Consultant is an Independent Contractor

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

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

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

8. Standard of Workmanship

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

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

9. Responsibility of CONSULTANT

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

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

regulations, rules and orders.

10. Right of CITY to Inspect Records of CONSULTANT

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

11. Confidentiality of Material

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

12. No Pledging of CITY's Credit

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

13. Ownership of Material

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

CITY shall not be limited, in any way, in its use of said material, at any time, for work associated with Project. However, CONSULTANT shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to the release of this material to third parties for work other than on Project.

14. Hold Harmless/Indemnification

To the extent permitted by law (including, without limitation, California Civil Code section 2782.8), CONSULTANT agrees to indemnify, defend and hold harmless CITY, its officers and employees from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees in connection with any injury or damage to persons or property to the extent arising out of any negligence, recklessness or willful misconduct of CONSULTANT, its officers, employees, agents, contractor, subcontractors or any officer, agent or employee thereof in

relation to CONSULTANT's performance under this Agreement. In no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. Such defense and indemnification shall not apply in any instance of and to the extent caused by the sole negligence, recklessness or willful misconduct of CITY, its officers, employees, agents or representatives.

15. Insurance Requirements

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

16. No Third Party Beneficiary

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

17. Notices

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

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

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

To CONSULTANT: Alta Planning + Design, Inc.
Attn: Deven Young, PLA, Vice President
304 12th Street Suite 2A
Oakland, CA 94607

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

ALTA PLANNING + DESIGN, INC.
("CONSULTANT")

APPROVED AS TO FORM:

By _____

Name/Title

City Attorney

By _____

Name/Title

Exhibit A
Detailed Scope of Work
Sunnyvale SNAIL Neighborhood Active
Transportation Connectivity Improvements
Project # TR-19-01
Caltrans Project # ATPL 5213 (068)

I. General

The City of Sunnyvale is seeking proposals from licensed civil or traffic consultant firms to provide professional services for the Sunnyvale SNAIL Neighborhood Active Transportation Connectivity Improvements project. The scope of work generally includes preparation of: applications and supporting documents for California Department of Transportation (Caltrans) National Environmental Policy Act (NEPA) clearance and E76 procurement, design development, bid documents, and bidding/construction support services for Public Works competitive bidding. Ancillary work includes environmental needs assessment to comply with the California Environmental Quality Act (CEQA), construction cost estimating, schedule monitoring, preparation of reports and recommendations, and project management.

The project is funded through Active Transportation Program (ATP) with federal funds. Consultants must be familiar with the typical processes, procedures, forms, and timelines required of California Transportation Commission (CTC) approval of the fund allocation as well as Caltrans authorization of the federal fund for the design and construction phase of the project.

This project has federal grant. The small disadvantaged business enterprises (DBE) goal for the Design/PE phase is 16%. Upon selection, consultant will need to fill out applicable forms to document compliance with DBE goal or good faith effort. Consultants proposing fee services over \$1M are subject to the Caltrans audit process. Consultant shall be familiar with the latest version (January 2021) of the Local Assistance Procedures Manual (LAPM) related to the above requirements.

II. Project Information

A. Description

In 2016, Sunnyvale was awarded an ATP grant in the amount of \$4,834,000 for the environmental, design, and construction phases for implementing Active Transportation Improvements in the Sunnyvale's Sunnyvale Neighbors of Arbor including La Linda (SNAIL) and San Miguel neighborhoods. The original scope focused on improvements that are on the perimeters of Sunnyvale's SNAIL and San Miguel neighborhoods and intended to improve safety and expand connectivity to nearby schools and other destinations.

In spring 2019, the City conducted outreach to Columbia Middle and San Miguel Elementary Schools as part of the effort to develop the Safe Routes to School chapter of the City's Active Transportation Plan. As part of the outreach efforts, the City learned that implementing improvements within the immediate vicinity of the two schools will benefit a larger number of active transportation users, especially on routes to and from schools.

After engaging with the community and performing various studies, the City decided to prioritize providing active transportation improvements closer to the schools. In March 2020, City submitted a Request of Scope Change to the Metropolitan Transportation Commission (MTC), Caltrans and CTC to revise the scope to include improvements in the immediate vicinity of the two schools. The request was approved by CTC at its December 2020 meeting. The revised project will install curb extensions, high visibility crosswalks, advance yield markings, raised crosswalks, speed feedback signs and HAWK (High-Intensity Activated crosswalk) beacons, upgrade a school path to current

standards, enhance existing bike lanes, and create new bike routes within SNAIL and San Miguel neighborhoods.

The project is administrated by Caltrans and funding allocation will be approved by CTC. The project is divided into three phases: environmental clearance, design (PE), and construction. CTC approved the funding allocations of environmental phase in 2019. Caltrans has authorized the E76 for Environmental phase (PA/ED) in 2019.

The City is seeking to hire a consultant for all three phases of the project. It is anticipated that the selected consultant will start the phase 1 work in October 2021 or earlier. The environmental field review process has not yet begun. **The selected consultant shall obtain NEPA approval prior to March or April 2022.** After NEPA approval, the City will be eligible to request the design fund allocation from CTC. The deadline to request design fund allocation is May 2022. The earlier NEPA is approved, the more time will be available for the design phase. Upon receiving CTC's design fund allocation and Caltrans E-76 PE authorization, the consultant shall start the design. **The consultant is required to complete 100% design by January 2023** so the City can request the construction fund allocation from CTC and request the construction authorization (E-76) from Caltrans by the January 2023 deadline. The consultant will assist the City in submitting both requests.

The project locations and the proposed improvements include:

- 1) At the intersection of Mathilda Avenue and San Aleso Avenue, construct curb extensions on the northeast and southeast corners facing San Aleso Avenue only.
- 2) At the intersection of Fair Oaks Avenue and Ahwanee Avenue, construct curb extension on the northeast corner.
- 3) At the intersection of Fair Oaks Drive and Caliente Drive, construct curb extensions on the northeast and southeast corners facing Caliente Drive only.
- 4) On Borregas Avenue between Maude Avenue and Ahwanee Avenue, upgrade the existing Class II Bicycle Lane on both sides of the road to Class IIB Buffered Bicycle Lane.
- 5) On Ahwanee Avenue between Fair Oaks Avenue and San Junipero Drive, implement Class III Bicycle Route improvements, including installation of sharrows and signage.
- 6) On San Junipero Drive between Ahwanee Avenue and Alvarado Avenue, implement Class IIB Bicycle Boulevard improvements, including installation of curb extensions on the northeast and northwest corners of San Junipero Drive and Altamont Court, and install a speed feedback sign for southbound San Junipero Avenue, midblock between Alvarado Avenue and Ahwanee Avenue.
- 7) On Morse Avenue between Ahwanee Avenue and Maude Avenue, implement Class III Bicycle Route improvements, including installation of sharrows and signage.
- 8) At the intersection of Borregas Avenue and Ahwanee Avenue, install curb extensions at the southwest and southeast corners.
- 9) At the intersection of Borregas Avenue and Del Norte Avenue, install curb extensions on all four corners of the intersection and realign the existing crosswalks to meet the new curb extensions.

- 10) At the intersection of San Diego Avenue and Del Norte Avenue, install a curb ramp on the northwest corner for the San Diego Avenue crossing, a high visibility crosswalk on the south leg, curb extensions on the southeast and southwest corners for the San Diego Avenue crossing and curb extensions on the northwest and southwest corners for the Del Norte Avenue crossing.
- 11) At the intersection of Morse Avenue and Glendale Avenue, install curb extensions at the northwest, northeast and southeast corners.
- 12) On Morse Avenue north of East Ferndale Avenue, install a speed feedback sign for northbound travelers.
- 13) At the intersection of Morse Avenue and East Ferndale Avenue, install a high visibility crosswalk on the east leg and advance yield markings on the north and south legs, and replace the existing crosswalk with a raised crosswalk on the north leg.
- 14) At the intersection of San Junipero Drive and Alvarado Avenue, replace the existing crosswalks with high visibility crosswalks on the north and east legs, install advance yield markings on east and west legs, install a stop or yield sign for southbound traffic based on warrant study findings performed during the design phase and install curb extensions on the northeast and northwest corners.
- 15) At the intersection of San Juan Drive and Blythe Avenue, install curb extensions at the southwest and southeast corners for the San Juan Drive crossing and the northwest and southwest corners for the Blythe Avenue crossing. Upgrade the existing school entrance path to comply with American Disability Act (ADA) standard and realign the gate entrance to maintain a minimum of four-foot-wide clearance.
- 16) At the intersection of Johanna Avenue and Blythe Avenue, install curb extensions on the southwest and southeast corners.
- 17) At the intersection of Caliente Drive and Johanna Avenue, install curb extensions on the northwest and southwest corners.
- 18) At the intersection of N. Britton Avenue and E. Duane Avenue, install curb extensions at the northwest, northeast, and southwest corners.
- 19) At the intersection of San Miguel Avenue and Alvarado Avenue, install a high visibility crosswalk on the west and south legs, curb extensions at the northwest, southeast, and southwest corners. Conduct a warrant study for stop sign during the design phase to determine if stop sign(s) is needed. If stop sign is warranted, install a curb ramp with curb extension on the northeast corner of the intersection, install high visibility crosswalk on the east leg, and install advance stop pavement markings on all legs. If stop sign is not warranted, install advance yield markings on all legs.
- 20) At the intersection of San Pablo Avenue and Alvarado Avenue, conduct a warrant study during the design phase to determine if a new crosswalk and stop sign is needed.
- 21) On San Miguel Avenue north of Amador Avenue, install a speed feedback sign for southbound traffic.

- 22) At the intersection of San Miguel Avenue and Amador Avenue, replace existing crosswalks with a high visibility crosswalk on the east leg and a raised crosswalk on the north leg, and install advance yield markings on the north and south legs.
- 23) At the intersection of San Miguel Avenue and Duane Avenue, install two (2) High-Intensity Activated Crosswalk (HAWK) beacons, one on the west leg and one on the east leg.

The project locations are shown in the Exhibit 2, Project Location Map.

B. Existing Conditions

Most of the project locations are in residential areas, aside from Mathilda Avenue/San Aleso Avenue being in a commercial area, and Fair Oaks Avenue/Caliente Drive and Borregas Avenue/Ahwanee Avenue being in a partly residential, partly commercial area.

The intersections of Mathilda Avenue/San Aleso Avenue, Fair Oaks Avenue/Ahwanee Avenue, Fair Oaks Drive/Caliente Drive, and N Britton Avenue/E Duane Avenue have traffic and pedestrian signals. Other intersections don't have traffic and pedestrian signals.

Borregas Avenue, Morse Avenue, and Ahwanee Avenue are classified as Major Collectors. San Junipero Drive is classified as a Local Street.

III. Consultant Scope of Services

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

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

A. Project Management

The consultant will be the primary responsible party for managing the project's schedule and consultant contract budget and monitoring Federal funding deadline dates. In addition, the consultant is expected to attend submittal review meetings and monthly progress meetings as needed and prepare action item logs for subsequent follow-up. The consultant is expected to maintain frequent and timely communication with City staff throughout the duration of the project.

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

The Consultant will take the lead in preparing all documentation and necessary forms to procure NEPA approval, Right-of-way (ROW) Certification and E76 approvals for the Construction stage of the project.

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

The project budget is \$6 million. The budget is for both design and construction including all contingencies and other related project costs. Consultant is expected to communicate often and early with respect to the schedule and budget.

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

B. *Environmental clearance (Phase 1)*

The consultant shall prepare all environmental documentation and forms necessary to move the project to the design phase; and attend a field review meeting with Caltrans. The submittal shall include:

1. Technical memos or other reports necessary for NEPA environmental clearance.
2. Brief memorandum of determination of project's CEQA needs.
3. Brief memorandum of determination if the project's construction activities are within the NPDES Construction General Permit. Include project type and risk level.

The consultant shall prepare the CEQA documentation suitable for filing at the County Recorder's Office.

C. *Preliminary Design*

At three project locations, conduct warrant studies for stop sign during the preliminary design phase to determine if stop sign(s) is needed.

A technical memorandum documenting the warrant study result and the proposed improvements shall be prepared for the City's consideration.

D. *Design Development*

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

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

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

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

Coordination and preparation of documentation to facilitate permits and outreach with utility companies, regulatory agencies, and other stakeholders will also be consultant responsibility.

If a Storm Water Management Plan (SWMP) is required for the project, the consultant shall prepare the SWMP and hire and pay a certified third-party reviewer from the SCVURPPP list of prequalified consultants.

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

1. 30% Submittal:

- a. 30% plans: Cover sheet and plan sheet with base mapping and preliminary details.
- b. Cut sheets for equipment/appurtenances.
- c. Documentation of outreach with franchise utility companies for facilities needed to be relocated or adjusted to grade as a result of the proposed construction activities.
- d. Project schedule update.
- e. 30% construction cost estimate.
- f. Table of Contents list for technical specifications.

2. 75% Submittal: All major issues have been resolved prior to this stage. The intent of this submittal is to provide plans and project documents in sufficient detail to allow for thorough and complete review. Applications for Right of Way and Utility Certification and E76 Construction Authorization must be underway.

- a. 75% Plans: All subcontracted work shall be accounted for in this submittal. All project details have been accounted for.
- b. 75% specifications:
 - Technical specifications, with the first section including the following:
 - Bid item descriptions and measurement and payment provisions
 - A list of minimum required submittals during construction
 - List of information available to Bidders, with disclaimer
 - A table listing all inspections (including any special inspections and materials testing) and associated responsibility
 - A list of materials requiring warranties, and associated warranty periods
- c. Project schedule update.
- d. 75% construction cost estimate in the form of the bid schedule.
- e. Utility conflicts have been resolved or a timeline for resolution of issues has been determined.
- f. Responses to the City's review comments on the 30% submittal, along with return of mark-ups.
- g. Other supporting documentation as necessary.

3. 100% Submittal: All issues, prior comments, and concerns must be addressed in this submittal. The E76 for Construction must be obtained during this stage of the project.

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

- f. Other supporting documentation as necessary.

E. Bid Package

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

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

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

F. Bidding Services

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

G. Construction Support Services

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

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

1. Attend and prepare information for an internal handoff meeting from the design team to the construction management team. Consultant shall be prepared to address: possible construction pitfalls, items for the construction management team to be aware of (special working hours, shortened timelines for submittal reviews, etc.).
2. Attend the pre-construction meeting.
3. Attend one (1) or two (2) periodic construction progress meeting or field meeting.
4. Participate in the final inspection and development of punch lists.
5. Respond to RFIs, which includes clarifying or providing revisions or additional detail where necessary on the plans and specifications. Response to RFIs shall be timely in order to avoid construction delays and claims.
6. Review and respond to all submittals within the period allocated in the contract documents and as necessary to avoid construction delays and claims.
7. Review proposed substitutions, if any, for conformance to plans and technical specifications.
8. Review and make recommendations on proposed changes to the contract (Request for Quotations and Contract Change Orders).
9. Prepare Record Drawings based upon red-lines provided by the contractor and field reviews. The Record Drawings shall be prepared digitally, using AutoCAD. Final Record Drawings shall be submitted electronically, in PDF and CAD format.
10. Participate in the "Lessons Learned Meeting" with all parties at the end of the project.

IV. Available Documents

The below list of information is available for information only.

- The following record drawing is available: New Traffic Signal - Duane Ave at Britton Ave, TR-13/03-13 dated March 2015. The City does not guarantee the accuracy or

completeness of record drawings. Consultant shall verify all information to their professional satisfaction.

- Utility block maps for City sanitary sewer and storm drain are available on the City's website. City staff will provide water facilities block maps as necessary.
<https://sunnyvale.ca.gov/services/map/utility.htm>
- Bench marks for vertical control are listed on the City's website:
<https://sunnyvale.ca.gov/civicax/filebank/blobdload.aspx?BlobID=23803>
City standard specifications and details are available on the City's website-
Details:
<https://sunnyvale.ca.gov/civicax/filebank/blobdload.aspx?BlobID=23987>
Specifications:
<https://sunnyvale.ca.gov/civicax/filebank/blobdload.aspx?BlobID=23805>

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

- GIS data for property lines, street center lines, and two (2) foot contours
- Aerial photographs from 2011 (ArcGIS format)
- City standard plan cover sheet

**Exhibit A-1
Project Schedule**

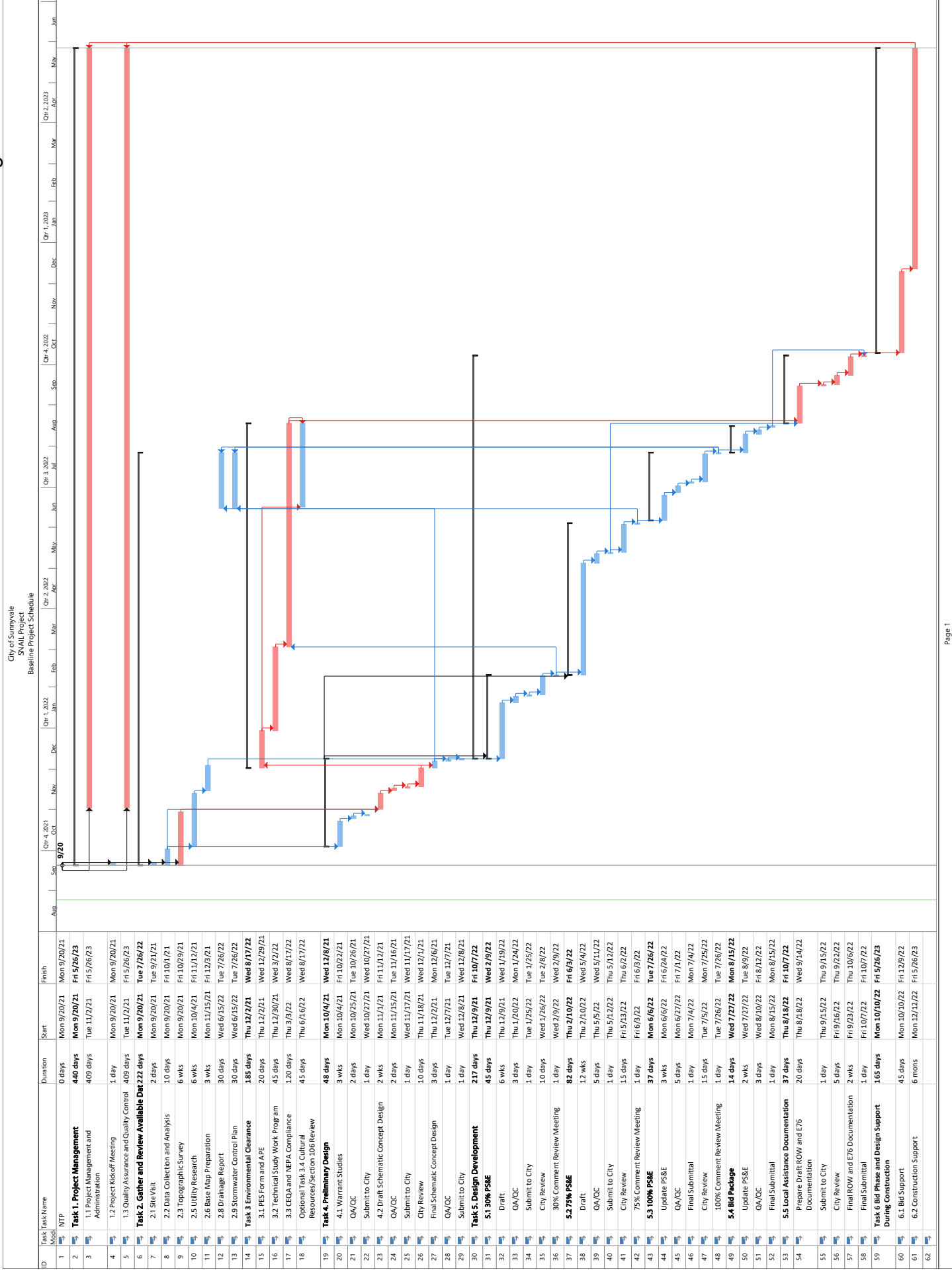


Exhibit B
Compensation Schedule

Alta 10-H

Local Assistance Procedures Manual

Exhibit 10-H1

Cost Proposal

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)

☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Note: Mark-ups are Not Allowed

Consultant Alta Planning + Design, Inc.Project No. TBD Contract No. TBD Date 9/3/2021**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal-in-Charge	Deven Young	120	\$74.59	\$8,950.80
Community Relations Lead	Jeff Knowles	10	\$69.27	\$692.70
Project Manager	Jocelyn Walker	480	\$75.76	\$36,364.80
QA/QC	Steven Frieson	72	\$101.02	\$7,273.44
Traffic Engineer	Tobin Bonnell	88	\$53.94	\$4,746.72
Engineer	Vincent Hellens	60	\$64.20	\$3,852.00
Engineer	Joe Paull	600	\$48.17	\$28,902.00
Engineer	Emma Katz	573	\$40.49	\$23,198.75
Engineer	Adrian Esteban	0	\$63.78	\$0.00
Engineer	David Werner	180	\$40.08	\$7,214.40
Engineer	Markos Legesse	180	\$53.48	\$9,626.40

LABOR COSTS

a) Subtotal Direct Labor Costs	\$130,822.01
b) Anticipated Salary Increases (see page 2 for calculations)	\$5,559.94
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$136,381.94

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>24.20%</u>)	e) Total Fringe Benefits [(c) x (d)]	\$ 33,004.43
f) Overhead (Rate: <u>151.99%</u>)	g) Overhead [(c) x (f)]	\$ 207,286.91
h) General and Administrative (Rate: <u>0.00%</u>)	i) Gen & Admin [(c) x (h)]	\$ -
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]		\$240,291.34

FIXED FEE	k) TOTAL FIXED FEE [(c) + (j)] x fixed fee <u>10.00%</u>	\$37,667.33
------------------	---	--------------------

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

Description of Item	Quantity	Unit	Unit Cost	Total
Reimbursable Expenses			\$2,500	\$2,500
Equipment Rental and Supplies			\$0	\$0
Permit Fees			\$0	\$0
Plan Sheets			\$0	\$0
Test			\$0	\$0

l) TOTAL OTHER DIRECT COSTS **\$2,500**

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

Subconsultant 1: Kimley Horn	\$301,625
Subconsultant 2: Aliquot	\$56,520
Subconsultant 3:	\$0
Subconsultant 4:	\$0
Subconsultant 5:	\$0

m) TOTAL SUBCONSULTANTS' COSTS **\$358,145**

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] **\$360,645**

TOTAL COST [(c) + (j) + (k) + (n)] **\$774,986**

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.

Alta 10-H, cont.

Local Assistance Procedures Manual

Exhibit 10-H1

Cost Proposal

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) 44442

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$130,822.01	2362.95	=	\$55.36	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	\$55.36	+	5%	=	\$58.13	Year 2 Avg Hourly Rate
Year 2	\$58.13	+	5%	=	\$61.04	Year 3 Avg Hourly Rate
Year 3	\$61.04	+	5%	=	\$64.09	Year 4 Avg Hourly Rate
Year 4	\$64.09	+	5%	=	\$67.30	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	15.00%	*	2363.0	=	354.4	Estimated Hours Year 1
Year 2	85.00%	*	2363.0	=	2008.5	Estimated Hours Year 2
Year 3	0.00%	*	2363.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	2363.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	2363.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	2363.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$55.36	*	354	=	\$19,623.30	Estimated Hours Year 1
Year 2	\$58.13	*	2009	=	\$116,758.64	Estimated Hours Year 2
Year 3	\$61.04	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$64.09	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$67.30	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$136,381.94	
Direct Labor Subtotal before Escalation				=	\$130,822.01	
Estimated total of Direct Labor Salary Increase				=	\$5,559.94	Transfer to Page 1

NOTES:

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.
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)
This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
Calculations for anticipated salary escalation must be provided.

Alta 10-H, cont.

Local Assistance Procedures Manual

EXHIBIT 10-H1
Cost Proposal

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3


Certification of Direct Costs:

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

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Deven Young, PLA Title *: Vice President
 Signature :  Date of Certification (mm/dd/yyyy): 9/3/2021
 Email: devenyoung@altago.com Phone Number: (510) 540-5008
 Address: 304 12th Street, Suite #2A, Oakland, CA 94607

*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:

Provide Professional Design Services for SNAIL Neighbor Active in Sunnyvale, CA.

Kimley-Horn 10-H

Local Assistance Procedures Manual

EXHIBIT 10-H1
Cost Proposal

Exhibit 10-H1 Cost Proposal
Cost-Plus-Fixed Fee or Lump Sum or 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. _____ Contract No. _____ Date 7/21/2021**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Task Lead	Ryan Dole	167	\$73.08	\$ 12,204.36
Task Lead	Nikita Petrov	72	\$64.44	\$ 4,639.68
Task Lead	Alex Jewell	18	\$75.48	\$ 1,358.64
Sr. Professional III		56	\$93.16	\$ 5,216.96
Sr. Professional II		22	\$80.37	\$ 1,768.14
Sr. Professional I		66	\$67.81	\$ 4,475.46
Professional II		258	\$56.76	\$ 14,644.08
Professional I		464	\$48.94	\$ 22,708.16
Analyst		480	\$39.31	\$ 18,868.80
Sr. Project Support		27	\$52.09	\$ 1,406.43
Project Support		46	\$36.82	\$ 1,693.72

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 88,984.43
 b) Anticipated Salary Increases (see Anticipated Salary Increases page for calculation) \$ 3,781.84
 c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** **\$ 92,766.27**

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] \$ -
 f) FCCM (Rate: 0.61%) g) FCCM [(c) x (f)] \$ 565.87
 h) Overhead (Rate: 194.64%) i) Overhead [(c) x (h)] \$ 180,560.26

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** **\$ 181,126.14**

FIXED FEE k) **TOTAL FIXED FEE [(c) + (e) + (i)* fixed fee 10%]** **\$ 27,332.65**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE

Description of Item	Quantity	Unit	Unit Cost	Total
			\$0.00	\$ 400.00
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -

l) **TOTAL OTHER DIRECT COSTS** **\$ 400.00****m) SUBCONSULTANTS' COSTS**

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

(m) **TOTAL SUBCONSULTANTS' COSTS** **\$ -**(n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** **\$ 400.00****TOTAL COST [(c) + (j) + (k) + (n)]** **\$ 301,625.06**

Kimley-Horn 10-H, cont.

Local Assistance Procedures Manual

EXHIBIT 10-H1
Cost Proposal

Exhibit 10-H1 Cost Proposal

Actual Cost-Plus-Fixed Fee or Lump Sum or 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
\$ 88,984.43	/ 1676	= \$53.09	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate	Proposed Escalation			
Year 1	\$53.09	+	5%	=	\$55.75 Year 2 Avg Hourly Rate
Year 2	\$55.75	+	5%	=	\$58.54 Year 3 Avg Hourly Rate
Year 3	\$58.54	+	5%	=	\$61.46 Year 4 Avg Hourly Rate
Year 4	\$61.46	+	5%	=	\$64.54 Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Period	Total Hours per Cost Proposal	Total Hours per Period
Year 1	15.00%	* 1676	= 251.4 Estimated Hours Year 1
Year 2	85.00%	* 1676	= 1424.6 Estimated Hours Year 2
Year 3	0.00%	* 1676	= 0 Estimated Hours Year 3
Year 4	0.00%	* 1676	= 0 Estimated Hours Year 4
Year 5	0.00%	* 1676	= 0 Estimated Hours Year 5
Total	100%	Total	= 1676

4. Calculate Total Costs including Escalation (Multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)	Estimated Hours (calculated above)	Cost Per Period
Year 1	\$53.09	* 251.4	= \$13,347.66 Estimated Hours Year 1
Year 2	\$55.75	* 1424.6	= \$79,418.60 Estimated Hours Year 2
Year 3	\$58.54	* 0	= \$0.00 Estimated Hours Year 3
Year 4	\$61.46	* 0	= \$0.00 Estimated Hours Year 4
Year 5	\$64.54	* 0	= \$0.00 Estimated Hours Year 5
Total Direct Labor Cost with Escalation			= \$92,766.27
Direct Labor Subtotal before escalation			= \$88,984.43
Estimated total of Direct Labor Salary			= \$3,781.84 Transfer to Page 1

Period 1 = Contract inception through 12/31/21 Period 2 = 1/1/22 through 12/31/22

Period 3 = 1/1/23 through 12/31/23 Period 4 = 1/1/24 through 12/31/24 Period 5 = 1/1/25 through 12/31/25

Kimley-Horn 10-H, cont.

Local Assistance Procedures Manual

EXHIBIT 10-H1
Cost Proposal

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

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
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

Prime Consultant or Subconsultant Certifying:

Name: Anthony Podegracz Title*: Vice President
Signature:  Date of Certification (mm/dd/yyyy): 7/21/2021
Email: anthony.podegracz@kimley-horn.com Phone Number: 925-398-4840
Address: 4637 Chabot Dr., Suite 300, Pleasanton, CA 94588

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

List services the consultant is providing under the proposed contract:

Engineering Services

Aliquot 10-H

Local Assistance Procedures Manual

EXHIBIT 10-H1
Cost ProposalACTUAL 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: Aliquot Associates, Inc.

Project No. 221073.00

Contract No. RFP F21-147

Date 6/9/2021

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly	Total
Principal-in-Charge	Robert Wong, PE	5	\$78.75	\$393.75
Surveyor of Record	Vincent D'Alo	8	\$78.75	\$630.00
Office Survey Coordinator/Mapping	Michael Mussari	25	\$53.68	\$1,342.00
Office Survey Tech	Mark Hill	115	\$46.16	\$5,308.40
Two-Person Survey Team	Jared D'Alo/Michael Brandt	64	\$97.16	\$6,218.24
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00

LABOR COSTS

217

a) Subtotal Direct Labor Costs

\$13,892.39

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

\$0.00

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$13,892

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%)

e) Total Fringe Benefits [(c) x (d)] \$0.00

f) Overhead (Rate: 204.55%)

g) Overhead [(c) x (f)] \$28,416.88

h) General and Administrative (Rate: 0.00%)

i) Gen & Admin [(c) x (h)] \$0.00

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$28,417

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10 % \$4,231

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	0		\$0.00	\$0.00
Equipment Rental Supplies	0		\$0.00	\$0.00
Permit Fees	0		\$0.00	\$0.00
Plan Sheets	0		\$0.00	\$0.00
Test	0		\$0.00	\$0.00

l) TOTAL OTHER DIRECT COSTS \$0

m) SUBCONSULTANTS' Costs (add additional pages if necessary)

Subconsultant 1: Underground Utility Contractor, Site Scan	\$9,980.00
Subconsultant 2:	\$0.00
Subconsultant 3:	\$0.00
Subconsultant 4:	\$0.00

m) SUBCONSULTANTS' Costs (add additional pages if necessary) \$9,980.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$9,980

TOTAL COST [(c) + (j) + (k) + (n)] \$56,520

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 proposal
- 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.

January 2018

Aliquot 10-H, cont.

Local Assistance Procedures Manual

EXHIBIT 10-H1
Cost Proposal

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)

Consultant: Aliquot Associates, Inc. Contract No.: RFP F21-147 Date: 6/9/2021

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
\$13,892.39	/	217	=	\$64.02	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	\$64.02	+	5%	=	\$67.22 Year 2 Avg Hourly Rate
Year 2		+	5%	=	\$00.00 Year 3 Avg Hourly Rate
Year 3		+	5%	=	Year 4 Avg Hourly Rate
Year 4		+	5%	=	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.0%	*	217	=	217	Estimated Hours Year 1
Year 2	0.0%	*	217	=	0	Estimated Hours Year 2
Year 3	0.0%	*		=	0	Estimated Hours Year 3
Year 4		*		=		Estimated Hours Year 4
Year 5		*		=		Estimated Hours Year 5
Total	100%		Total	=	217	

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	\$64.02	*	217	=	\$13,892.39	Estimated Hours Year 1
Year 2	\$67.22	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$0.00	*	0	=	\$0.00	Estimated Hours Year 3
Year 4		*		=		Estimated Hours Year 4
Year 5		*		=		Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$13,892.39	
	Direct Labor Subtotal before escalation			=	\$13,892.39	
	Estimated total of Direct Labor Salary Increase			=	\$0.00	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.

January 2018

Aliquot 10-H, cont.

Local Assistance Procedures Manual

EXHIBIT 10-H1
Cost Proposal

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3


Certification of Direct Costs:

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

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Robert Wong Title *: President
 Signature:  Date of Certification (mm/dd/yyyy): 6/9/2021
 Email: rwong@aliquot.com Phone Number: 925-476-2330
 Address: 1390 S. Main St., Suite 310, Walnut Creek, CA 954596

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

List services the consultant is providing under the proposed contract:

Land Surveying

Alta 10-K

Local Assistance Procedures Manual

Exhibit 10-K

Consultant Annual Certification of Indirect Costs and Financial Management System

**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: Alta Planning + Design, Inc.

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

Indirect Cost Rate:

Combined Rate 176.19 % **OR**

Home Office Rate N/A % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money .09 % (if applicable)

Fiscal period * 01/01/2020 - 12/31/2020

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

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

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

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

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

Our financial management system has the following attributes:

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

Alta 10-K, cont.

Local Assistance Procedures Manual

Exhibit 10-K

Consultant Annual Certification of Indirect Costs and Financial Management System

accounts;

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

Cost Reimbursements on Contracts:

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

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

All A&E Contract Information:

- Total participation amount \$ 7,904,763.14 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 36.
- Years of consultant's experience with 48 CFR Part 31 is 8.
- Audit history of the consultant's current and prior years (if applicable)

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

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

Name**: Carolyn Sullivan Title**: Vice President - CFO as duly authorized
 Signature: Carolyn Sullivan Date of Certification (mm/dd/yyyy): 07/16/2021
 Email**: carolynsullivan@altago.com Phone Number**: 503-230-9862

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

Note: **Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms.**
Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.

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

Kimley-Horn 10-K

Local Assistance Procedures Manual

Exhibit 10-K

Consultant Annual Certification of Indirect Costs and Financial Management System

EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM

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

Consultant's Full Legal Name: Kimley-Horn and Associates, Inc.

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

Indirect Cost Rate:

Combined Rate _____ % **OR**

Home Office Rate 194.64 % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money 0.61 % (if applicable)

Fiscal period * 1/1/2019 to 12/31/2019

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

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

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

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

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

Our financial management system has the following attributes:

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

Kimley-Horn 10-K, cont.

Local Assistance Procedures Manual

Exhibit 10-K

Consultant Annual Certification of Indirect Costs and Financial Management System

accounts;

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

Cost Reimbursements on Contracts:

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

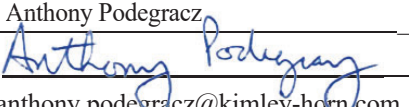
- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

- Total participation amount \$ 193.6 M on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 50.
- Years of consultant's experience with 48 CFR Part 31 is 21.
- Audit history of the consultant's current and prior years (if applicable)

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

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

Name**: Anthony Podgracz Title**: Vice President
 Signature:  Date of Certification (mm/dd/yyyy): 06/02/2021
 Email**: anthony.podgracz@kimley-horn.com Phone Number**: 619-234-9411

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

Note: **Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms.** Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.

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

Aliquot 10-K

Local Assistance Procedures Manual

Exhibit 10-K

Consultant Annual Certification of Indirect Costs and Financial Management System

**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: Aliquot Associates, Inc.

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

Indirect Cost Rate:

Combined Rate 204.55 % **OR**

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

Facilities Capital Cost of Money _____% (if applicable)

Fiscal period * 1/1/2020 - 12/31/2020

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

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

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

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

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

Our financial management system has the following attributes:

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

Aliquot 10-K, cont.

Local Assistance Procedures Manual

Exhibit 10-K

Consultant Annual Certification of Indirect Costs and Financial Management System

accounts;

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

Cost Reimbursements on Contracts:


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

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

All A&E Contract Information:

- Total participation amount \$ 1,125,000 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is 9.
- Audit history of the consultant's current and prior years (if applicable)
 - ☐ Cognizant ICR Audit
 - ☐ Local Gov't ICR Audit
 - ☐ Caltrans ICR Audit
 - ☐ CPA ICR Audit
 - ☐ Federal Gov't ICR Audit

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

Name**: Robert Wong Title**: President
Signature:  Date of Certification (mm/dd/yyyy): 06/09/2021
Email**: rwong@aliquot.com Phone Number**: 925-476-2330

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

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.***

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

Subconsultant Name: ALIQUOT
 Agreement Number: Attachment 2
 Tax ID No.: 94-2694483
 Date Prepared: 7/16/2021
 Page No.: 1 of 2

Home Office:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	0.00% +	204.55% +	0.00% =	204.55%
OVERTIME	0.00% +	204.55% +	0.00% =	204.55%
Field Office:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	0.00% +	204.55% +	0.00% =	204.55%
OVERTIME	0.00% +	204.55% +	0.00% =	204.55%
Project Specific:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	0.00% +	204.55% +	0.00% =	204.55%
OVERTIME	0.00% +	204.55% +	0.00% =	204.55%
FEE =				10.00%

Loaded Billing Rate Calculations:
<p>Non-Exempt Employee Loaded Billing Rates:</p> <p>A) Straight Time (ST) Loaded Billing Rate = [Actual Hourly Rate + ST Delta Base + ST Delta Fringe] * [(1 + Field OH) * (1 + Fee)]</p> <p>B) ST Loaded Billing Rate + (1.5 Base PW Rate - ST Base PW Rate) * [(1+Field OH) * (1+Fee)] or ST Loaded Billing Rate + (2.0 Base PW Rate - 1.5 Base PW Rate) * [(1+Field OH) * (1+Fee)]</p> <p>Exempt Employee Loaded Billing Rates- Compensated for PW OT:</p> <p>C) Straight Time (ST) Loaded Billing Rate = [Actual Hourly Rate + ST Delta Base + ST Delta Fringe] * [(1 + Field OH) * (1 + Fee)]</p> <p>D) ST Loaded Billing Rate + (1.5 Base PW Rate - ST Base PW Rate) * [(1+Field OH) * (1+Fee)] or ST Loaded Billing Rate + (2.0 Base PW Rate - 1.5 Base PW Rate) * [(1+Field OH) * (1+Fee)]</p> <p>The PW Deltas (Base & Fringe) above for Loaded Billing Rates, are applicable for services covered under DIR determinations. Includes Exempt employees who are normally not paid for OT worked, per company policy.</p> <p>Exempt Employee Loaded Billing Rates- Not Compensated for OT (Uncompensated OT):</p> <p>E) ST Loaded Billing Rate = Actual Hourly Rate * [(1 + Home OH) * (1 + Fee)]</p> <p>F) No Overtime. Columns are shaded out - See Stevie Ray Vaughn Non-Prevailing Wage example, line 59.</p> <p>Exempt Employee Loaded Billing Rates- Compensated for OT @ ST Rate:</p> <p>G) ST Loaded Billing Rate = Actual Hourly Rate * [(1 + Home OH) * (1 + Fee)]</p> <p>H) ST Loaded Billing Rate + (1.5 x 0) or ST Loaded Billing Rate + (2.0 x 0) See example for Bob Marley, line 47 and Alecia Moore, line 65, both Non-Prevailing Wage Work.</p>

A. Note employees/classifications that are subject to prevailing wage requirements with one asterisk (*) or two (**). Prevailing Wage specified is based on DIR determination, including known Predetermined increase(s), as of date of RFQ/RFP advertisement.

B. The employees' actual hourly rates shown in this cost proposal are the rates that were effective as of the RFQ/RFP advertisement date. In this example, the advertisement date is 01/07/20. Caltrans Contract Manager's pre-approval is required to add staff not previously listed on the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and reimbursed based on their actual hourly rates as of the RFQ/RFP advertisement date (01/07/20). Hourly rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience, and requires prior-approval from the Caltrans Contract Manager.

C. **Travel Time:** California minimum wage laws require an employer to count employee travel time as hours worked whenever it requires employees to travel, no matter when the travel occurs. This includes any time employees are required to travel out of town, whether on a one-day or overnight trip. If an employee's travel time to a transportation center (airport, bus station, train station, etc.) is about the same as the travel time to the employee's usual workplace, the employer may begin counting the employee's travel time as hours worked once he or she arrives at the transportation center. **CA Division of Labor Standards Enforcement (DLSE) 46.3** Employers must also count as hours worked time spent by employees traveling from a central reporting location to their actual work location. **CA DLSE 46.2**

Employers are permitted to pay employees a lower wage rate for waiting or standby time than they do for time when employees are performing actual job duties. The employer must notify employees they will be paid the lower wage rate before the travel begins **CA DLSE 46.3.2**

Managers/Supervisors: Up to a maximum of 8 hours will be charged for work time or any combination of travel and work time (On Weekdays). **Billing rate for travel time= Loaded Rate Formula "C" above.**

Exempt staff: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed as follows: **Billing rate for travel time= Loaded Rate Formula "C" above**, if working on a public works project.

When performing **Non-Prevailing Wage** duties on this project during the regular work day, the **Billing rate for travel time = Loaded Rate Formula "E" above.**

All travel time, outside of the regular work day, will be billed without the application of overhead as follows: **Billing Rate = (Actual Hourly Rate) (1 + Fee) + (Delta Base + Delta Fringe) * (1 + Fee)**

Non-Exempt staff: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed at the Straight Time rate (i.e., without the application of the 1.5X or 2.0X multiplier for Overtime), as follows **Billing rate for travel time= Loaded Rate Formula "A" above.**

Aliquot 10h4e, cont.

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
COST PROPOSAL
ON-CALL CONTRACT- OH & FEE ON DELTAS, WITH PREDETERMINED INCREASE, DIRECT LABOR METHOD OF ACCOUNTING
ADM 2033 (Rev. 10/23/18)

Estimates - TBC

Determination Number:
- Issue Date:
- Effective Date:
- Expiration Date :

Subconsultant Name: ALIQUOT
Agreement Number:
Attachment 2
Tax ID No.: 94-2694483
Date Prepared: 7/16/2021
Page No.: 1 of 2

Loaded Billing Rate Calculations:
Non-Exempt Employee Loaded Billing Rates:
A) Straight Time (ST) Loaded Billing Rate = [Actual Hourly Rate + ST Delta Base + ST Delta Fringe] * [(1 + Field OH) * (1 + Fee)]
B) ST Loaded Billing Rate + (1.5 Base PW Rate - ST Base PW Rate)*[(1+Field OH) * (1+Fee)] or ST Loaded Billing Rate + (2.0 Base PW Rate - 1.5 Base PW Rate) *[(1+Field OH) * (1+Fee)]
Exempt Employee Loaded Billing Rates- Compensated for PW OT:
C) Straight Time (ST) Loaded Billing Rate = [Actual Hourly Rate + ST Delta Base + ST Delta Fringe] * [(1 + Field OH) * (1 + Fee)]
D) ST Loaded Billing Rate + (1.5 Base PW Rate - ST Base PW Rate)*[(1+Field OH) * (1+Fee)] or ST Loaded Billing Rate + (2.0 Base PW Rate - 1.5 Base PW Rate) *[(1+Field OH) * (1+Fee)]
The PW Deltas (Base & Fringe) above for Loaded Billing Rates, are applicable for services covered under DIR determinations. Includes Exempt employees who are normally not paid for OT worked, per company policy.
Exempt Employee Loaded Billing Rates- Not Compensated for OT (Uncompensated OT):
E) ST Loaded Billing Rate = Actual Hourly Rate * [(1 + Home OH) * (1 + Fee)]
F) No Overtime. Columns are shaded out - See Stevie Ray Vaughn Non-Prevailing Wage example, line 59.
Exempt Employee Loaded Billing Rates- Compensated for OT @ ST Rate:
G) ST Loaded Billing Rate = Actual Hourly Rate * [(1 + Home OH) * (1 + Fee)]
H) ST Loaded Billing Rate + (1.5 x 0) or ST Loaded Billing Rate + (2.0 x 0) See example for Bob Marley, line 47 and Alecia Moore, line 65, both Non-Prevailing Wage Work.

Home Office:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	0.00%	+ 204.55%	+ 0.00%	= 204.55%
OVERTIME	0.00%	+ 204.55%	+ 0.00%	= 204.55%
Field Office:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	0.00%	+ 204.55%	+ 0.00%	= 204.55%
OVERTIME	0.00%	+ 204.55%	+ 0.00%	= 204.55%
Project Specific:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	0.00%	+ 204.55%	+ 0.00%	= 204.55%
OVERTIME	0.00%	+ 204.55%	+ 0.00%	= 204.55%
FEE				= 10.00%

FCCM

																										Applicable Delta Base Multiplier (Field/Home) = 1.00									
																										Applicable Delta Fringe Multiplier Fringe (Field) = 1.00									
Name & Work Information		Home / Field / Project Specific Personnel		Prevailing Wage Rate established by State DIR (only applicable for prevailing wage work)						Employee Actual Rate (fringe benefits vary year over year)						Applicable DELTA (TOTAL) = Employee Total - DIR Total			Applicable DELTA Base = DIR Rate - Employee Base Rate			Applicable DELTA FRINGE = DELTA TOTAL - DELTA BASE (Employee - DIR)			Loaded Hourly Billing Rates			Effective Date of Hourly Rate [1/7/2020]		% Escalatio n Increase	Actual Hourly Rate	Hourly Range for Class			
				Base Salary			Fringe Benefits	Total Base Salary + Fringe Benefits			Base Salary			Actual Fringe	Total = Base + Fringe																				
				Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT		Straight																		1.5 OT	2.0 OT	
Mussari, Michael Survey Manager Exempt Full Time	OFFICE								\$53.68	\$80.52	\$107.36																								
	Non-Prevailing Wage Work								\$55.29	\$82.94	\$110.58																								
									\$56.95	\$85.42	\$113.90																								
									\$58.66	\$87.99	\$117.32																								
									\$60.42	\$90.63	\$120.83																								
Mark Hill Assistant Surveyor Non-Exempt Full Time	OFFICE								\$46.16	\$69.24	\$92.32																								
	Non-Prevailing Wage Work								\$47.54	\$71.32	\$95.09																								
									\$48.97	\$73.46	\$97.94																								
									\$50.44	\$75.66	\$100.88																								
									\$51.95	\$77.93	\$103.91																								
John Braswell CAD Technician Non-Exempt Full Time	OFFICE								\$39.00	\$58.50	\$78.00																								
	Non-Prevailing Wage Work								\$40.17	\$60.26	\$80.34																								
									\$41.38	\$62.06	\$82.75																								
									\$42.62	\$63.92	\$85.23																								
									\$43.89	\$65.84	\$87.79																								
Jared D'Alo CAD Technician 1 Non-Exempt Full Time	OFFICE								\$31.00	\$46.50	\$62.00																								
	Non-Prevailing Wage Work								\$31.93	\$47.90	\$63.86																								
									\$32.89	\$49.33	\$65.78																								
									\$33.87	\$50.81	\$67.75																								
									\$34.89	\$52.34	\$69.78																								
Brandon Willard Assistant Surveyor Non-Exempt Full Time	OFFICE								\$46.00	\$69.00	\$92.00																								
	Non-Prevailing Wage Work								\$47.38	\$71.07	\$94.76																								
									\$48.80	\$73.20	\$97.60																								
									\$50.27	\$75.40	\$100.53																								
									\$51.77	\$77.66	\$103.55																								
Robert Wong Project Mgr/Licensed PE Exempt Full Time	OFFICE								\$78.75	\$118.13	\$157.50																								
	Non-Prevailing Wage Work								\$81.11	\$121.67	\$162.23																								
									\$83.55	\$125.32	\$167.09																								
									\$86.05	\$129.08	\$172.10																								
									\$88.63	\$132.95	\$177.27																								
Vincent D'Alo Licensed Land Surveyor Exempt Full Time	OFFICE								\$78.75	\$118.13	\$157.50																								
	Non-Prevailing Wage Work								\$78.75	\$118.13	\$157.50																								
									\$34.45	\$51.68	\$68.90																								
									\$86.05	\$129.08	\$172.10																								
									\$88.63	\$132.95	\$177.27																								

- A. Note employees/classifications that are subject to prevailing wage requirements with one asterisk (*) or two (**). Prevailing Wage specified is based on DIR determination, including known Predetermined increase(s), as of date of RFQ/RFP advertisement.
- B. The employees' actual hourly rates shown in this cost proposal are the rates that were effective as of the RFQ/RFP advertisement date. In this example, the advertisement date is 01/07/20. Caltrans Contract Manager's pre-approval is required to add staff not previously listed on the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and reimbursed based on their actual hourly rates as of the RFQ/RFP advertisement date (01/07/20). Hourly rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience, and requires prior-approval from the Caltrans Contract Manager.
- C. **Travel Time:** California minimum wage laws require an employer to count employee travel time as hours worked whenever it requires employees to travel, no matter when the travel occurs. This includes any time employees are required to travel out of town, whether on a one-day or overnight trip. If an employee's travel time to a transportation center (airport, bus station, train station, etc.)is about the same as the travel time to the employee's usual workplace, the employer may begin counting the employee's travel time as hours worked once he or she arrives at the transportation center. **CA Division of Labor Standards Enforcement (DLSE) 46.3**
Employers must also count as hours worked time spent by employees traveling from a central reporting location to their actual work location. **CA DLSE 46.2**
Employers are permitted to pay employees a lower wage rate for waiting or standby time than they do for time when employees are performing actual job duties. The employer must notify employees they will be paid the lower wage rate before the travel begins**CA DLSE 46.3.2**
Managers/Supervisors: Up to a maximum of 8 hours will be charged for work time or any combination of travel and work time (On Weekdays). **Billing rate for travel time= Loaded Rate Formula "C" above.**
Exempt staff: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed as follows:**Billing rate for travel time= Loaded Rate Formula "C" above**, if working on a public works project.
When performing **Non-Prevailing Wage** duties on this project during the regular work day, the **Billing rate for travel time = Loaded Rate Formula "E" above**.
All travel time, outside of the regular work day, will be billed ~~without the application of overhead~~ rate as follows: **Billing Rate = (Actual Hourly Rate) (1 + Fee) + (Delta Base + Delta Fringe) * (1 + Fee)**
Non-Exempt staff: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed at the Straight Time rate (i.e., without the application of the 1.5X or 2.0X multiplier for Overtime), as follows**Billing rate for travel time= Loaded Rate Formula "A" above.**

Aliquot 10h4e, cont.

State of California
Department of Transportation
ADM 2033 ODCs (Rev. 10/12)
Chaudhary Associates, Inc.
Contract #04A5906

Contract 04A5906
Attachment # 2
Date 03/17/2020
Page 7 of 7

SCHEDULE OF OTHER DIRECT COST ITEMS									
Chaudhary & Associates, Inc.			Towill, Inc.			Aliquot Associates, Inc.			
DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST	
Special Tooling			Special Tooling			Special Tooling			
Travel			Travel			Travel			
A. Company Vehicle		N/C	A. Company Vehicle		N/C	A. Company Vehicle		N/C	
B. Travel / Per Diem		Note 5							
			Tools of the Trade						
			A. SX10 Scanners	Day	N/C				

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice)
5. Travel related costs should be pre-approved by the Caltrans Contract Manager, and is reimbursed in accordance to Caltrans Travel and Expense Claims Guidelines for Consultants.
6. If an item needs to be listed here as "tools of the trade" that is part of indirect cost and not applicable as a direct cost, note as Not Applicable (NA).
7. Actual costs are based on prices from appropriate vendors and should be competitive in their respective industries. The costs will be supported with appropriate documents and detailed in executed Task Orders.
8. The Department will not reimburse the Consultant for costs to relocate its staff to the geographic area of the contract as stated in Project Description or any other location.
9. Consultants' employee headquarters and/or primary residence as defined in the Caltrans Travel Guide will be established in the Task Order
10. Items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in the overhead rate.
11. Pre-approved travel and per diem will be reimbursed in accordance with the current Caltrans Travel Guide for consultants and detailed in executed Task Orders.

Exhibit C INSURANCE REQUIREMENTS FOR CONSULTANTS

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

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

1. **Commercial General Liability:** \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 or equivalent is required.
2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.
3. **Workers' Compensation** Statutory Limits and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.

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

- ☒ Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$2,000,000 per occurrence.
- ☐ If working directly with children, the Certificate of Insurance must include coverage for molestation and sexual abuse in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. In the event that Abuse & Molestation Liability coverage is provided via a Claims Made Policy, the coverage shall include a minimum of a five year extended reporting clause.
- ☐ Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- ☐ MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- ☐ Builder's Risk / Course of Construction Insurance in the minimum amount of \$_____.

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.
2. For any claims related to this project, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.
6. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

Acceptability of Insurers

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

Verification of Coverage

Consultant shall furnish the City of Sunnyvale with original a Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City of Sunnyvale prior to commencement of work.

Subcontractors

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


Exhibit “D”

FEDERAL FORMS

- Exhibit 10-O2 Consultant Contract DBE Commitment
- Exhibit 10-H1 Cost Proposal Example
- Exhibit 10-H4 Cost Proposal Example with Prevailing Wages
- Exhibit 10-I Notice to Proposers DBE Information
- Exhibit 10-K Certification of Contract Costs and Financial Management System
- Exhibit 10-Q Disclosure of Lobbying Activities
- Exhibit 10-U Consultant in Management Support Role Conflict of Interest and Confidentiality Statement
- Exhibit 15-H DBE Information – Good Faith Efforts

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Sunnyvale 2. Contract DBE Goal: 16%
 3. Project Description: Sunnyvale SNAIL Neighbor Active Transportation Connectivity Improvements Project
 4. Project Location: Sunnyvale, CA
 5. Consultant's Name: Alta Planning + Design, Inc. 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: \$774,986
 8. Total Dollar Amount for **ALL** Subconsultants: \$358,145 9. Total Number of **ALL** Subconsultants: 2

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount		
topographic survey and utility coordination	#38544	Aliquot Associates, Inc., Robert Wong, PE, President 1390 S. Main Street, Suite 310, Walnut Creek, CA 94596 925-476-2330 rwong@aliquot.com	\$56,520		
Local Agency to Complete this Section					
20. Local Agency Contract Number: _____		14. TOTAL CLAIMED DBE PARTICIPATION	\$ 56,520		
21. Federal-Aid Project Number: _____			7 %		
22. Contract Execution Date: _____		<p>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.</p>  <p>8/25/21</p> <p>15. Preparer's Signature <u>Deven Young</u> 16. Date <u>(707) 484-0730</u></p> <p>17. Preparer's Name <u>Vice President, Principal</u> 18. Phone _____</p> <p>19. Preparer's Title _____</p>			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.					
23. Local Agency Representative's Signature _____	24. Date _____				
25. Local Agency Representative's Name _____	26. Phone _____				
27. Local Agency Representative's Title _____					

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Alta 10-H

Local Assistance Procedures Manual

Exhibit 10-H1

Cost Proposal

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)

☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Note: Mark-ups are Not Allowed

Consultant Alta Planning + Design, Inc.Project No. TBD Contract No. TBD Date 9/3/2021**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal-in-Charge	Deven Young	120	\$74.59	\$8,950.80
Community Relations Lead	Jeff Knowles	10	\$69.27	\$692.70
Project Manager	Jocelyn Walker	480	\$75.76	\$36,364.80
QA/QC	Steven Frieson	72	\$101.02	\$7,273.44
Traffic Engineer	Tobin Bonnell	88	\$53.94	\$4,746.72
Engineer	Vincent Hellens	60	\$64.20	\$3,852.00
Engineer	Joe Paull	600	\$48.17	\$28,902.00
Engineer	Emma Katz	573	\$40.49	\$23,198.75
Engineer	Adrian Esteban	0	\$63.78	\$0.00
Engineer	David Werner	180	\$40.08	\$7,214.40
Engineer	Markos Legesse	180	\$53.48	\$9,626.40

LABOR COSTS

a) Subtotal Direct Labor Costs	\$130,822.01
b) Anticipated Salary Increases (see page 2 for calculations)	\$5,559.94
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$136,381.94

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>24.20%</u>)	e) Total Fringe Benefits [(c) x (d)]	\$ 33,004.43
f) Overhead (Rate: <u>151.99%</u>)	g) Overhead [(c) x (f)]	\$ 207,286.91
h) General and Administrative (Rate: <u>0.00%</u>)	i) Gen & Admin [(c) x (h)]	\$ -
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]		\$240,291.34

FIXED FEE	k) TOTAL FIXED FEE [(c) + (j)] x fixed fee <u>10.00%</u>	\$37,667.33
------------------	---	--------------------

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

Description of Item	Quantity	Unit	Unit Cost	Total
Reimbursable Expenses			\$2,500	\$2,500
Equipment Rental and Supplies			\$0	\$0
Permit Fees			\$0	\$0
Plan Sheets			\$0	\$0
Test			\$0	\$0

l) TOTAL OTHER DIRECT COSTS **\$2,500**

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

Subconsultant 1: Kimley Horn	\$301,625
Subconsultant 2: Aliquot	\$56,520
Subconsultant 3:	\$0
Subconsultant 4:	\$0
Subconsultant 5:	\$0

m) TOTAL SUBCONSULTANTS' COSTS **\$358,145**

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] **\$360,645**

TOTAL COST [(c) + (j) + (k) + (n)] **\$774,986**

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.

Alta 10-H, cont.

Local Assistance Procedures Manual

Exhibit 10-H1

Cost Proposal

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) 44442

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$130,822.01	2362.95	=	\$55.36	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	\$55.36	+	5%	=	\$58.13	Year 2 Avg Hourly Rate
Year 2	\$58.13	+	5%	=	\$61.04	Year 3 Avg Hourly Rate
Year 3	\$61.04	+	5%	=	\$64.09	Year 4 Avg Hourly Rate
Year 4	\$64.09	+	5%	=	\$67.30	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	15.00%	*	2363.0	=	354.4	Estimated Hours Year 1
Year 2	85.00%	*	2363.0	=	2008.5	Estimated Hours Year 2
Year 3	0.00%	*	2363.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	2363.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	2363.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	2363.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$55.36	*	354	=	\$19,623.30	Estimated Hours Year 1
Year 2	\$58.13	*	2009	=	\$116,758.64	Estimated Hours Year 2
Year 3	\$61.04	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$64.09	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$67.30	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$136,381.94	
Direct Labor Subtotal before Escalation				=	\$130,822.01	
Estimated total of Direct Labor Salary Increase				=	\$5,559.94	Transfer to Page 1

NOTES:

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.
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)
This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
Calculations for anticipated salary escalation must be provided.

Alta 10-H, cont.

Local Assistance Procedures Manual

EXHIBIT 10-H1
Cost Proposal

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3


Certification of Direct Costs:

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

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Deven Young, PLA Title *: Vice President
 Signature :  Date of Certification (mm/dd/yyyy): 9/3/2021
 Email: devenyoung@altago.com Phone Number: (510) 540-5008
 Address: 304 12th Street, Suite #2A, Oakland, CA 94607

*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:

Provide Professional Design Services for SNAIL Neighbor Active in Sunnyvale, CA.

Kimley-Horn 10-H

Local Assistance Procedures Manual

EXHIBIT 10-H1
Cost Proposal

Exhibit 10-H1 Cost Proposal
Cost-Plus-Fixed Fee or Lump Sum or 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. _____ Contract No. _____ Date 7/21/2021**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Task Lead	Ryan Dole	167	\$73.08	\$ 12,204.36
Task Lead	Nikita Petrov	72	\$64.44	\$ 4,639.68
Task Lead	Alex Jewell	18	\$75.48	\$ 1,358.64
Sr. Professional III		56	\$93.16	\$ 5,216.96
Sr. Professional II		22	\$80.37	\$ 1,768.14
Sr. Professional I		66	\$67.81	\$ 4,475.46
Professional II		258	\$56.76	\$ 14,644.08
Professional I		464	\$48.94	\$ 22,708.16
Analyst		480	\$39.31	\$ 18,868.80
Sr. Project Support		27	\$52.09	\$ 1,406.43
Project Support		46	\$36.82	\$ 1,693.72

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 88,984.43
b) Anticipated Salary Increases (see Anticipated Salary Increases page for calculation)	\$ 3,781.84
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 92,766.27

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>0.00%</u>)	e) Total Fringe Benefits [(c) x (d)]	\$ -
f) FCCM (Rate: <u>0.61%</u>)	g) FCCM [(c) x (f)]	\$ 565.87
h) Overhead (Rate: <u>194.64%</u>)	i) Overhead [(c) x (h)]	\$ 180,560.26

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** **\$ 181,126.14**
FIXED FEE k) **TOTAL FIXED FEE [(c) + (e) + (i)* fixed fee 10%]** **\$ 27,332.65**
l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE

Description of Item	Quantity	Unit	Unit Cost	Total
			\$0.00	\$ 400.00
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -

l) **TOTAL OTHER DIRECT COSTS** **\$ 400.00****m) SUBCONSULTANTS' COSTS**

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

(m) **TOTAL SUBCONSULTANTS' COSTS** **\$ -**(n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** **\$ 400.00****TOTAL COST [(c) + (j) + (k) + (n)]** **\$ 301,625.06**

Kimley-Horn 10-H, cont.

Local Assistance Procedures Manual

EXHIBIT 10-H1
Cost Proposal

Exhibit 10-H1 Cost Proposal

Actual Cost-Plus-Fixed Fee or Lump Sum or 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
\$ 88,984.43	/ 1676	= \$53.09	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate	Proposed Escalation			
Year 1	\$53.09	+	5%	=	\$55.75 Year 2 Avg Hourly Rate
Year 2	\$55.75	+	5%	=	\$58.54 Year 3 Avg Hourly Rate
Year 3	\$58.54	+	5%	=	\$61.46 Year 4 Avg Hourly Rate
Year 4	\$61.46	+	5%	=	\$64.54 Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Period	Total Hours per Cost Proposal	Total Hours per Period
Year 1	15.00%	* 1676	= 251.4 Estimated Hours Year 1
Year 2	85.00%	* 1676	= 1424.6 Estimated Hours Year 2
Year 3	0.00%	* 1676	= 0 Estimated Hours Year 3
Year 4	0.00%	* 1676	= 0 Estimated Hours Year 4
Year 5	0.00%	* 1676	= 0 Estimated Hours Year 5
Total	100%	Total	= 1676

4. Calculate Total Costs including Escalation (Multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)	Estimated Hours (calculated above)	Cost Per Period
Year 1	\$53.09	* 251.4	= \$13,347.66 Estimated Hours Year 1
Year 2	\$55.75	* 1424.6	= \$79,418.60 Estimated Hours Year 2
Year 3	\$58.54	* 0	= \$0.00 Estimated Hours Year 3
Year 4	\$61.46	* 0	= \$0.00 Estimated Hours Year 4
Year 5	\$64.54	* 0	= \$0.00 Estimated Hours Year 5
Total Direct Labor Cost with Escalation			= \$92,766.27
Direct Labor Subtotal before escalation			= \$88,984.43
Estimated total of Direct Labor Salary			= \$3,781.84 Transfer to Page 1

Period 1 = Contract inception through 12/31/21 Period 2 = 1/1/22 through 12/31/22

Period 3 = 1/1/23 through 12/31/23 Period 4 = 1/1/24 through 12/31/24 Period 5 = 1/1/25 through 12/31/25

Kimley-Horn 10-H, cont.

Local Assistance Procedures Manual

EXHIBIT 10-H1
Cost Proposal

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

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
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

Prime Consultant or Subconsultant Certifying:

Name: Anthony Podegracz Title*: Vice President
Signature:  Date of Certification (mm/dd/yyyy): 7/21/2021
Email: anthony.podegracz@kimley-horn.com Phone Number: 925-398-4840
Address: 4637 Chabot Dr., Suite 300, Pleasanton, CA 94588

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

List services the consultant is providing under the proposed contract:

Engineering Services

Aliquot 10-H

Local Assistance Procedures Manual

EXHIBIT 10-H1
Cost ProposalACTUAL 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: Aliquot Associates, Inc.

Project No. 221073.00

Contract No. RFP F21-147

Date 6/9/2021

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly	Total
Principal-in-Charge	Robert Wong, PE	5	\$78.75	\$393.75
Surveyor of Record	Vincent D'Alo	8	\$78.75	\$630.00
Office Survey Coordinator/Mapping	Michael Mussari	25	\$53.68	\$1,342.00
Office Survey Tech	Mark Hill	115	\$46.16	\$5,308.40
Two-Person Survey Team	Jared D'Alo/Michael Brandt	64	\$97.16	\$6,218.24
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00

LABOR COSTS

217

a) Subtotal Direct Labor Costs

\$13,892.39

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

\$0.00

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$13,892

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%)

e) Total Fringe Benefits [(c) x (d)] \$0.00

f) Overhead (Rate: 204.55%)

g) Overhead [(c) x (f)] \$28,416.88

h) General and Administrative (Rate: 0.00%)

i) Gen & Admin [(c) x (h)] \$0.00

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$28,417

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10% \$4,231

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	0		\$0.00	\$0.00
Equipment Rental Supplies	0		\$0.00	\$0.00
Permit Fees	0		\$0.00	\$0.00
Plan Sheets	0		\$0.00	\$0.00
Test	0		\$0.00	\$0.00

l) TOTAL OTHER DIRECT COSTS \$0

m) SUBCONSULTANTS' Costs (add additional pages if necessary)

Subconsultant 1: Underground Utility Contractor, Site Scan	\$9,980.00
Subconsultant 2:	\$0.00
Subconsultant 3:	\$0.00
Subconsultant 4:	\$0.00

m) SUBCONSULTANTS' Costs (add additional pages if necessary) \$9,980.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$9,980

TOTAL COST [(c) + (j) + (k) + (n)] \$56,520

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 proposal
- 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.

January 2018

Aliquot 10-H, cont.

Local Assistance Procedures Manual

EXHIBIT 10-H1
Cost Proposal

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)

Consultant: Aliquot Associates, Inc. Contract No.: RFP F21-147 Date: 6/9/2021

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
\$13,892.39	/	217	=	\$64.02	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	\$64.02	+	5%	=	\$67.22 Year 2 Avg Hourly Rate
Year 2		+	5%	=	\$00.00 Year 3 Avg Hourly Rate
Year 3		+	5%	=	Year 4 Avg Hourly Rate
Year 4		+	5%	=	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.0%	*	217	=	217	Estimated Hours Year 1
Year 2	0.0%	*	217	=	0	Estimated Hours Year 2
Year 3	0.0%	*		=	0	Estimated Hours Year 3
Year 4		*		=		Estimated Hours Year 4
Year 5		*		=		Estimated Hours Year 5
Total	100%		Total	=	217	

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	\$64.02	*	217	=	\$13,892.39	Estimated Hours Year 1
Year 2	\$67.22	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$0.00	*	0	=	\$0.00	Estimated Hours Year 3
Year 4		*		=		Estimated Hours Year 4
Year 5		*		=		Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$13,892.39	
	Direct Labor Subtotal before escalation			=	\$13,892.39	
	Estimated total of Direct Labor Salary Increase			=	\$0.00	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.

January 2018

Aliquot 10-H, cont.

Local Assistance Procedures Manual

EXHIBIT 10-H1
Cost Proposal

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3


Certification of Direct Costs:

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

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Robert Wong Title *: President
 Signature:  Date of Certification (mm/dd/yyyy): 6/9/2021
 Email: rwong@aliquot.com Phone Number: 925-476-2330
 Address: 1390 S. Main St., Suite 310, Walnut Creek, CA 954596

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

List services the consultant is providing under the proposed contract:

Land Surveying

Alta 10-K

Local Assistance Procedures Manual

Exhibit 10-K

Consultant Annual Certification of Indirect Costs and Financial Management System

**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: Alta Planning + Design, Inc.

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

Indirect Cost Rate:

Combined Rate 176.19 % **OR**

Home Office Rate N/A % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money .09 % (if applicable)

Fiscal period * 01/01/2020 - 12/31/2020

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

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

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

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

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

Our financial management system has the following attributes:

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

Alta 10-K, cont.

Local Assistance Procedures Manual

Exhibit 10-K

Consultant Annual Certification of Indirect Costs and Financial Management System

accounts;

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

Cost Reimbursements on Contracts:

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

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

All A&E Contract Information:

- Total participation amount \$ 7,904,763.14 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 36.
- Years of consultant's experience with 48 CFR Part 31 is 8.
- Audit history of the consultant's current and prior years (if applicable)

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

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

Name**: Carolyn Sullivan Title**: Vice President - CFO as duly authorized
 Signature: Carolyn Sullivan Date of Certification (mm/dd/yyyy): 07/16/2021
 Email**: carolynsullivan@altago.com Phone Number**: 503-230-9862

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

Note: **Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms.**
Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.

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

Kimley-Horn 10-K

Local Assistance Procedures Manual

Exhibit 10-K
Consultant Annual Certification of Indirect Costs and Financial Management System

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

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

Consultant's Full Legal Name: Kimley-Horn and Associates, Inc.

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

Indirect Cost Rate:

Combined Rate _____ % **OR**

Home Office Rate 194.64 % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money 0.61 % (if applicable)

Fiscal period * 1/1/2019 to 12/31/2019

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

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

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

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

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

Our financial management system has the following attributes:

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

Kimley-Horn 10-K, cont.

Local Assistance Procedures Manual

Exhibit 10-K
Consultant Annual Certification of Indirect Costs and Financial Management System

accounts;

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

Cost Reimbursements on Contracts:

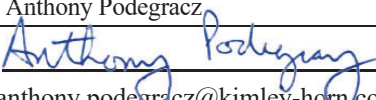
I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

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

All A&E Contract Information:

- Total participation amount \$ 193.6 M on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 50.
- Years of consultant's experience with 48 CFR Part 31 is 21.
- Audit history of the consultant's current and prior years (if applicable)
 - ☒ Cognizant ICR Audit ☐ Local Gov't ICR Audit ☐ Caltrans ICR Audit
 - ☒ CPA ICR Audit ☒ Federal Gov't ICR Audit

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

Name**: Anthony Podegracz Title**: Vice President
Signature:  Date of Certification (mm/dd/yyyy): 06/02/2021
Email**: anthony.podegracz@kimley-horn.com Phone Number**: 619-234-9411

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

Note: **Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms.** Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.

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

Aliquot 10-K

Local Assistance Procedures Manual

Exhibit 10-K

Consultant Annual Certification of Indirect Costs and Financial Management System

**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: Aliquot Associates, Inc.

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

Indirect Cost Rate:

Combined Rate 204.55 % **OR**

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

Facilities Capital Cost of Money _____% (if applicable)

Fiscal period * 1/1/2020 - 12/31/2020

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

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

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

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

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

Our financial management system has the following attributes:

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

Aliquot 10-K, cont.

Local Assistance Procedures Manual

Exhibit 10-K

Consultant Annual Certification of Indirect Costs and Financial Management System

accounts;

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

Cost Reimbursements on Contracts:


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

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

All A&E Contract Information:

- Total participation amount \$ 1,125,000 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is 9.
- Audit history of the consultant's current and prior years (if applicable)
 - ☐ Cognizant ICR Audit
 - ☐ Local Gov't ICR Audit
 - ☐ Caltrans ICR Audit
 - ☐ CPA ICR Audit
 - ☐ Federal Gov't ICR Audit

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

Name**: Robert Wong Title**: President
Signature:  Date of Certification (mm/dd/yyyy): 06/09/2021
Email**: rwong@aliquot.com Phone Number**: 925-476-2330

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

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.***

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

1 of 2

17

Aliquot 10h4e, cont.

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
COST PROPOSAL
ON-CALL CONTRACT- OH & FEE ON DELTAS, WITH PREDETERMINED INCREASE, DIRECT LABOR METHOD OF ACCOUNTING
ADM 2033 (Rev. 10/23/18)

Estimates - TBC

Determination Number:
- Issue Date:
- Effective Date:
- Expiration Date :

Subconsultant Name: ALIQUOT
Agreement Number:
Attachment 2
Tax ID No.: 94-2694483
Date Prepared: 7/16/2021
Page No.: 1 of 2

Loaded Billing Rate Calculations:
Non-Exempt Employee Loaded Billing Rates:
A) Straight Time (ST) Loaded Billing Rate = [Actual Hourly Rate + ST Delta Base + ST Delta Fringe] * [(1 + Field OH) * (1 + Fee)]
B) ST Loaded Billing Rate + (1.5 Base PW Rate - ST Base PW Rate)*[(1+Field OH) * (1+Fee)] or ST Loaded Billing Rate + (2.0 Base PW Rate - 1.5 Base PW Rate) *[(1+Field OH) * (1+Fee)]
Exempt Employee Loaded Billing Rates- Compensated for PW OT:
C) Straight Time (ST) Loaded Billing Rate = [Actual Hourly Rate + ST Delta Base + ST Delta Fringe] * [(1 + Field OH) * (1 + Fee)]
D) ST Loaded Billing Rate + (1.5 Base PW Rate - ST Base PW Rate)*[(1+Field OH) * (1+Fee)] or ST Loaded Billing Rate + (2.0 Base PW Rate - 1.5 Base PW Rate) *[(1+Field OH) * (1+Fee)]
The PW Deltas (Base & Fringe) above for Loaded Billing Rates, are applicable for services covered under DIR determinations. Includes Exempt employees who are normally not paid for OT worked, per company policy.
Exempt Employee Loaded Billing Rates- Not Compensated for OT (Uncompensated OT):
E) ST Loaded Billing Rate = Actual Hourly Rate * [(1 + Home OH) * (1 + Fee)]
F) No Overtime. Columns are shaded out - See Stevie Ray Vaughn Non-Prevailing Wage example, line 59.
Exempt Employee Loaded Billing Rates- Compensated for OT @ ST Rate:
G) ST Loaded Billing Rate = Actual Hourly Rate * [(1 + Home OH) * (1 + Fee)]
H) ST Loaded Billing Rate + (1.5 x 0) or ST Loaded Billing Rate + (2.0 x 0) See example for Bob Marley, line 47 and Alecia Moore, line 65, both Non-Prevailing Wage Work.

Home Office:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	0.00%	+ 204.55%	+ 0.00%	= 204.55%
OVERTIME	0.00%	+ 204.55%	+ 0.00%	= 204.55%
Field Office:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	0.00%	+ 204.55%	+ 0.00%	= 204.55%
OVERTIME	0.00%	+ 204.55%	+ 0.00%	= 204.55%
Project Specific:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	0.00%	+ 204.55%	+ 0.00%	= 204.55%
OVERTIME	0.00%	+ 204.55%	+ 0.00%	= 204.55%
FEE				= 10.00%

FCCM

Name & Work Information		Home / Field / Project Specific Personnel		Prevailing Wage Rate established by State DIR (only applicable for prevailing wage work)						Employee Actual Rate (fringe benefits vary year over year)						Applicable DELTA (TOTAL) = Employee Total - DIR Total			Applicable DELTA Base = DIR Rate - Employee Base Rate			Applicable DELTA FRINGE = DELTA TOTAL - DELTA BASE (Employee - DIR)			Loaded Hourly Billing Rates			Effective Date of Hourly Rate [1/7/2020]		% Escalatio n Increase	Actual Hourly Rate	Hourly Range for Class		
				Base Salary			Fringe Benefits	Total Base Salary + Fringe Benefits			Base Salary			Actual Fringe	Total = Base + Fringe			Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	From	To						
				Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT																	
Mussari, Michael Survey Manager Exempt Full Time	OFFICE Non-Prevailing Wage Work								\$53.68	\$80.52	\$107.36															\$179.83	1.5 OT	\$179.83	7/1/2021	6/30/2022	0.00%	\$ 53.68	N/A	
								\$55.29	\$82.94	\$110.58																\$185.23	\$185.23	\$185.23	7/1/2022	6/30/2023	3.00%	\$ 55.29		
								\$56.95	\$85.42	\$113.90																\$190.78	\$190.78	\$190.78	7/1/2023	6/30/2024	3.00%	\$ 56.95		
								\$58.66	\$87.99	\$117.32																\$196.51	\$196.51	\$196.51	7/1/2024	6/30/2025	3.00%	\$ 58.66		
								\$60.42	\$90.63	\$120.83																\$202.40	\$202.40	\$202.40	7/1/2025	6/30/2026	3.00%	\$ 60.42		
Mark Hill Assistant Surveyor Non-Exempt Full Time	OFFICE Non-Prevailing Wage Work							\$46.16	\$69.24	\$92.32																\$154.64	\$154.64	\$154.64	7/1/2021	6/30/2022	0.00%	\$ 46.16	N/A	
								\$47.54	\$71.32	\$95.09																\$159.28	\$159.28	\$159.28	7/1/2022	6/30/2023	3.00%	\$ 47.54		
								\$48.97	\$73.46	\$97.94																\$164.06	\$164.06	\$164.06	7/1/2023	6/30/2024	3.00%	\$ 48.97		
								\$50.44	\$75.66	\$100.88																\$168.98	\$168.98	\$168.98	7/1/2024	6/30/2025	3.00%	\$ 50.44		
								\$51.95	\$77.93	\$103.91																\$174.05	\$174.05	\$174.05	7/1/2025	6/30/2026	3.00%	\$ 51.95		
John Braswell CAD Technician Non-Exempt Full Time	OFFICE Non-Prevailing Wage Work							\$39.00	\$58.50	\$78.00																\$130.65	\$130.65	\$130.65	7/1/2021	6/30/2022	0.00%	\$ 39.00	N/A	
								\$40.17	\$60.26	\$80.34																\$134.57	\$134.57	\$134.57	7/1/2022	6/30/2023	3.00%	\$ 40.17		
								\$41.38	\$62.06	\$82.75																\$138.61	\$138.61	\$138.61	7/1/2023	6/30/2024	3.00%	\$ 41.38		
								\$42.62	\$63.92	\$85.23																\$142.77	\$142.77	\$142.77	7/1/2024	6/30/2025	3.00%	\$ 42.62		
								\$43.89	\$65.84	\$87.79																\$147.05	\$147.05	\$147.05	7/1/2025	6/30/2026	3.00%	\$ 43.89		
Jared D'Alo CAD Technician 1 Non-Exempt Full Time	OFFICE Non-Prevailing Wage Work							\$31.00	\$46.50	\$62.00																\$103.85	\$103.85	\$103.85	7/1/2021	6/30/2022	0.00%	\$ 31.00	N/A	
								\$31.93	\$47.90	\$63.86																\$106.97	\$106.97	\$106.97	7/1/2022	6/30/2023	3.00%	\$ 31.93		
								\$32.89	\$49.33	\$65.78																\$110.18	\$110.18	\$110.18	7/1/2023	6/30/2024	3.00%	\$ 32.89		
								\$33.87	\$50.81	\$67.75																\$113.48	\$113.48	\$113.48	7/1/2024	6/30/2025	3.00%	\$ 33.87		
								\$34.89	\$52.34	\$69.78																\$116.89	\$116.89	\$116.89	7/1/2025	6/30/2026	3.00%	\$ 34.89		
Brandon Willard Assistant Surveyor Non-Exempt Full Time	OFFICE Non-Prevailing Wage Work							\$46.00	\$69.00	\$92.00																\$154.10	\$154.10	\$154.10	7/1/2021	6/30/2022	0.00%	\$ 46.00	N/A	
								\$47.38	\$71.07	\$94.76																\$158.73	\$158.73	\$158.73	7/1/2022	6/30/2023	3.00%	\$ 47.38		
								\$48.80	\$73.20	\$97.60																\$163.49	\$163.49	\$163.49	7/1/2023	6/30/2024	3.00%	\$ 48.80		
								\$50.27	\$75.40	\$100.53																\$168.39	\$168.39	\$168.39	7/1/2024	6/30/2025	3.00%	\$ 50.27		
								\$51.77	\$77.66	\$103.55																\$173.44	\$173.44	\$173.44	7/1/2025	6/30/2026	3.00%	\$ 51.77		
Robert Wong Project Mgr/Licensed PE Exempt Full Time	OFFICE Non-Prevailing Wage Work							\$78.75	\$118.13	\$157.50																\$263.82	\$263.82	\$263.82	7/1/2021	6/30/2022	0.00%	\$ 78.75	N/A	
								\$81.11	\$121.67	\$162.23																\$271.73	\$271.73	\$271.73	7/1/2022	6/30/2023	3.00%	\$ 81.11		
								\$83.55	\$125.32	\$167.09																\$279.88	\$279.88	\$279.88	7/1/2023	6/30/2024	3.00%	\$ 83.55		
								\$86.05	\$129.08	\$172.10																\$288.28	\$288.28	\$288.28	7/1/2024	6/30/2025	3.00%	\$ 86.05		
								\$88.63	\$132.95	\$177.27																\$296.93	\$296.93	\$296.93	7/1/2025	6/30/2026	3.00%	\$ 88.63		
Vincent D'Alo Licensed Land Surveyor Exempt Full Time	OFFICE Non-Prevailing Wage Work							\$78.75	\$118.13	\$157.50																\$263.82	\$263.82	\$263.82	7/1/2021	6/30/2022	0.00%	\$ 78.75	N/A	
								\$78.75	\$118.13	\$157.50																\$271.73	\$271.73	\$271.73	7/1/2022	6/30/2023	3.00%	\$ 81.11		
								\$34.45	\$51.68	\$68.90																\$279.88	\$279.88	\$279.88	7/1/2023	6/30/2024	3.00%	\$ 83.55		
								\$86.05	\$129.08	\$172.10																\$288.28	\$288.28	\$288.28	7/1/2024	6/30/2025	3.00%	\$ 86.05		
								\$88.63	\$132.95	\$177.27																\$296.93	\$296.93	\$296.93	7/1/2025	6/30/2026	3.00%	\$ 88.63		

- A. Note employees/classifications that are subject to prevailing wage requirements with one asterisk (*) or two (**). Prevailing Wage specified is based on DIR determination, including known Predetermined increase(s), as of date of RFQ/RFP advertisement.
- B. The employees' actual hourly rates shown in this cost proposal are the rates that were effective as of the RFQ/RFP advertisement date. In this example, the advertisement date is 01/07/20. Caltrans Contract Manager's pre-approval is required to add staff not previously listed on the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and reimbursed based on their actual hourly rates as of the RFQ/RFP advertisement date (01/07/20). Hourly rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience, and requires prior-approval from the Caltrans Contract Manager.
- C. **Travel Time:** California minimum wage laws require an employer to count employee travel time as hours worked whenever it requires employees to travel, no matter when the travel occurs. This includes any time employees are required to travel out of town, whether on a one-day or overnight trip. If an employee's travel time to a transportation center (airport, bus station, train station, etc.)is about the same as the travel time to the employee's usual workplace, the employer may begin counting the employee's travel time as hours worked once he or she arrives at the transportation center. **CA Division of Labor Standards Enforcement (DLSE) 46.3**
Employers must also count as hours worked time spent by employees traveling from a central reporting location to their actual work location.**CA DLSE 46.2**
Employers are permitted to pay employees a lower wage rate for waiting or standby time than they do for time when employees are performing actual job duties. The employer must notify employees they will be paid the lower wage rate before the travel begins**CA DLSE 46.3.2**
Managers/Supervisors: Up to a maximum of 8 hours will be charged for work time or any combination of travel and work time (On Weekdays). **Billing rate for travel time= Loaded Rate Formula "C" above.**
Exempt staff: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed as follows:**Billing rate for travel time= Loaded Rate Formula "C" above**, if working on a public works project.
When performing **Non-Prevailing Wage** duties on this project during the regular work day, the **Billing rate for travel time = Loaded Rate Formula "E" above**.
All travel time, outside of the regular work day, will be billed ~~without the application of overhead~~ rate as follows: **Billing Rate = (Actual Hourly Rate) (1 + Fee) + (Delta Base + Delta Fringe) * (1 + Fee)**
Non-Exempt staff: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed at the Straight Time rate (i.e., without the application of the 1.5X or 2.0X multiplier for Overtime), as follows**Billing rate for travel time= Loaded Rate Formula "A" above.**

Aliquot 10h4e, cont.

State of California
Department of Transportation
ADM 2033 ODCs (Rev. 10/12)
Chaudhary Associates, Inc.
Contract #04A5906

Contract 04A5906
Attachment # 2
Date 03/17/2020
Page 7 of 7

SCHEDULE OF OTHER DIRECT COST ITEMS									
Chaudhary & Associates, Inc.			Towill, Inc.			Aliquot Associates, Inc.			
DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST	
Special Tooling			Special Tooling			Special Tooling			
Travel			Travel			Travel			
A. Company Vehicle		N/C	A. Company Vehicle		N/C	A. Company Vehicle		N/C	
B. Travel / Per Diem		Note 5							
			Tools of the Trade						
			A. SX10 Scanners	Day	N/C				

IMPORTANT NOTES:

- 1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
- 2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
- 3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- 4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice)
- 5. Travel related costs should be pre-approved by the Caltrans Contract Manager, and is reimbursed in accordance to Caltrans Travel and Expense Claims Guidelines for Consultants.
- 6. If an item needs to be listed here as "tools of the trade" that is part of indirect cost and not applicable as a direct cost, note as Not Applicable (NA).
- 7. Actual costs are based on prices from appropriate vendors and should be competitive in their respective industries. The costs will be supported with appropriate documents and detailed in executed Task Orders.
- 8. The Department will not reimburse the Consultant for costs to relocate its staff to the geographic area of the contract as stated in Project Description or any other location.
- 9. Consultants' employee headquarters and/or primary residence as defined in the Caltrans Travel Guide will be established in the Task Order
- 10. Items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in the overhead rate.
- 11. Pre-approved travel and per diem will be reimbursed in accordance with the current Caltrans Travel Guide for consultants and detailed in executed Task Orders.

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION ALTA

Local Assistance Procedures Manual

EXHIBIT 10-I
Notice to Proposers DBE Information

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

(Federally funded projects only)

The Agency has established a DBE goal for this Contract of 16%

1. TERMS AS USED IN THIS DOCUMENT

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards **meeting** the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included **in best qualified consultant's executed consultant contract**. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION ALTA CONT.

Local Assistance Procedures Manual

EXHIBIT 10-I
Notice to Proposers DBE Information

- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Civil Rights [website](#)
 - 1. Click on the link titled Disadvantaged Business Enterprise;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on [Access to the DBE Query Form](#) located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

EXHIBIT 10-U CONSULTANT MANAGEMENT CONFLICT OF INTEREST STATEMENT ALTA

Local Assistance Procedures Manual

EXHIBIT 10-U
Consultant Management Conflict of Interest Statement

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

RFP/RFQ PROCUREMENT NUMBERS (if applicable): Project Number TR-19-01
Federal Project No. ATPL 5213 (068)

PROJECT NAME (and FPN, if applicable)²: Sunnyvale SNAIL Neighbor Active Transportation
Connectivity Improvements Project

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

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

☒ I hereby certify as follows:

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

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

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

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

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

**EXHIBIT 10-U CONSULTANT MANAGEMENT CONFLICT OF INTEREST STATEMENT ALTA
CONT.**

Local Assistance Procedures Manual

EXHIBIT 10-U
Consultant Management Conflict of Interest Statement

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

Date: 6/08/2021

Signature: 

Name: Deven Young, PLA, ASLA

Title: Vice President, Principal

Consultant Firm/Sole Proprietor: Alta Planning + Design, Inc.

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

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

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

Date: _____

Signature: _____

Name: _____

Title: _____

Department/Local Agency: _____

EXHIBIT 10-U CONSULTANT MANAGEMENT CONFLICT OF INTEREST STATEMENT KIMLEY-HORN

Local Assistance Procedures Manual

EXHIBIT 10-U
Consultant Management Conflict of Interest Statement

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

RFP/RFQ PROCUREMENT NUMBERS (if applicable): Federal Project No. ATPL 5213 (068)

PROJECT NAME (and FPN, if applicable)²: Professional Design Services for Sunnyvale SNAIL
Neighbor Active Transportation Connectivity Improvements

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

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

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

☒ I hereby certify as follows:

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

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

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

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

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

**EXHIBIT 10-U CONSULTANT MANAGEMENT CONFLICT OF INTEREST STATEMENT
KIMLEY-HORN CONT.**

Local Assistance Procedures Manual

EXHIBIT 10-U
Consultant Management Conflict of Interest Statement

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

Date: 6/8/2021

Signature: Adam Dankberg

Name: Adam J. Dankberg

Title: Vice President

Consultant Firm/Sole Proprietor: Kimley-Horn and Associates, Inc.

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

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

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

Date: _____

Signature: _____

Name: _____

Title: _____

Department/Local Agency: _____

EXHIBIT 10-U CONSULTANT MANAGEMENT CONFLICT OF INTEREST STATEMENT ALIQOT

Local Assistance Procedures Manual

EXHIBIT 10-U
Consultant Management Conflict of Interest Statement

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

RFP/RFQ PROCUREMENT NUMBERS (if applicable): City of Sunnyvale RFP No. F21-147

PROJECT NAME (and FPN, if applicable)²: Professional Design Services for Sunnyvale
SNAIL Neighbor Active Transportation Connectivity Improvements, Federal Proj. No. ATPL 5213 (068)

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

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

N/A

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

- ☐ I certify that I have read and understand my responsibilities per **23 CFR 172.7(b)(5)**
- ☐ I fully understand that it is unlawful for a person to utilize any organization name (i.e. local agency) or auxiliary organization information, which is not a matter of public record, for personal gain.

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

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

**EXHIBIT 10-U CONSULTANT MANAGEMENT CONFLICT OF INTEREST STATEMENT
ALIQUOT CONT.**

Local Assistance Procedures Manual

EXHIBIT 10-U
Consultant Management Conflict of Interest Statement

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

Date: 6/9/2021

Signature: 

Name: Robert Wong

Title: President

Consultant Firm/Sole Proprietor: Aliquot Associates, Inc.

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

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

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

Date: _____

Signature: _____

Name: _____

Title: _____

Department/Local Agency: _____

EXHIBIT 10-Q DISCLOSURES OF LOBBYING ACTIVITIES ALTA

Local Assistance Procedures Manual

EXHIBIT 10-Q
Disclosure of Lobbying Activities

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency:	7. Federal Program Name/Description:	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____	15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)	
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: Deven Young, PLA, ASLA Title: Vice President, Principal Telephone No.: (707) 484-0730 Date: 6/08/2021		Authorized for Local Reproduction Standard Form - LLL

Standard Form LLL Rev. 04-28-06

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LPP 13-01

Page 1
May 8, 2013

EXHIBIT 10-Q DISCLOSURES OF LOBBYING ACTIVITIES KIMLEY-HORN

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____
6. Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable _____
8. Federal Action Number, if known:		9. Award Amount, if known:
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) (attach Continuation Sheet(s) if necessary)		11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned		14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
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Federal Use Only:		Signature: <u>Adam Dankberg</u> Print Name: <u>Adam J. Dankberg</u> Title: <u>Vice President</u> Telephone No.: <u>510.350.0243</u> Date: <u>6/8/2021</u> Authorized for Local Reproduction Standard Form - LLL

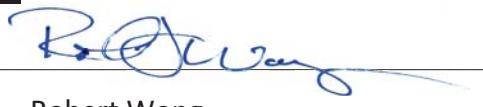
Standard Form LLL Rev. 04-28-06

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EXHIBIT 10-Q DISCLOSURES OF LOBBYING ACTIVITIES ALIQUOT

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) N/A (attach Continuation Sheet(s) if necessary)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)	
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature:  Print Name: <u>Robert Wong</u> Title: <u>President</u> Telephone No.: <u>925-476-2330</u> Date: <u>6/9/2021</u>		
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EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT ALTA

Local Assistance Procedures Manual

Exhibit 10-O1
Consultant Proposal DBE Commitment

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Sunnyvale 2. Contract DBE Goal: 16%
3. Project Description: Sunnyvale SNAIL Neighbor Active Transportation Connectivity Improvements Project
4. Project Location: Sunnyvale, CA
5. Consultant's Name: Alta Planning + Design, Inc. 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %	
topographic survey and utility coordination	#38544	Aliquot Associates, Inc., Robert Wong, PE, President 1390 S. Main Street, Suite 310, Walnut Creek, CA 94596 925-476-2330 rwong@aliquot.com	16%	
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	16 %	
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ 20. Consultant's Ranking after Evaluation: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. _____ _____ _____				
<p>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.</p> <p></p> <p>_____ 12. Preparer's Signature</p> <p><u>Deven Young</u> 14. Preparer's Name</p> <p><u>Vice President, Principal</u> 16. Preparer's Title</p> <p>_____ 13. Date</p> <p><u>06/08/2021</u> 15. Phone</p> <p><u>(707) 484-0730.</u></p>				

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

DBE WRITTEN CONFIRMATION OF PARTICIPATION



Joanna Eby <joannaeb@altaplanning.com>

Teaming with Alta for Sunnyvale Proposal

Michael Mussari <mmussari@aliquot.com>

Fri, Jun 4, 2021 at 5:00 PM

To: Joanna Eby <joannaeb@altaplanning.com>, Jocelyn Walker <jocelynw@altaplanning.com>

Cc: Caitlin Rasmussen <caitlinrasmussen@altaplanning.com>, Christine Mitchell <cmitchell@aliquot.com>, Robert Wong <rwong@aliquot.com>, Mark Hill <mhill@aliquot.com>

Hi Joanna,

Below is our scope for topographic survey of the 17 intersection for RFP No. F21-147 ...

Scope of Work

Topographic survey to follow Caltrans requirements and will include the following ...

- Existing curb, gutter, lip and edge of pavement at 15 foot intervals
- ADA Ramps and back of existing sidewalk, - (or a ground shot 5 feet towards residences from edge of pavement where no sidewalk exists)
- Storm Drain features - catch basins, SDMH or drop inlets will include rim elevation, inverts will be measured and storm drain diameters noted. (on accessible structures)
- No sanitary sewer inverts needed.
- Horizontal locations of utilities will be marked with paint by separate underground utility contractor and survey will collect all visible markings.
- R/W lines will be from County GIS
- Client will acquire all utility agency maps for utilities for project limits.
- No easement research needed

The limits of the Survey will be from back of sidewalk to back of sidewalk, 20 feet beyond curb returns and include surface features within that area.

Deliverables:

- Prepare a Topographic Map at 1"=10' scale.
- Elevations will be on NAVD88 vertical datum; horizontal datum will be on California Coordinate System, Zone 3, NAD83.
- Survey will contain a 3D surface model for each area.

Any questions or concerns you can reach out to us.

Thank you,



Mike Mussari | Survey Manager

mmussari@aliquot.com | 925.476.2345

WALNUT CREEK

1390 S. Main St. Ste. 310
Walnut Creek, CA 94596

P 925.476.2300
F 925.476.2350

www.aliquot.com

OAKLAND

953 W. MacArthur Blvd. Ste. 11
Oakland, CA 94608

P 510.601.5101
F 510.601.5171

EXHIBIT 15-H DBE INFORMATION—GOOD FAITH EFFORT ALTA

Local Assistance Procedures Manual

Exhibit 15-H
DBE Information - Good Faith Effort

EXHIBIT 15-H DBE INFORMATION—GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. ATPL 5213 (068) Bid Opening Date May 25, 2021

The City of Sunnyvale established a Disadvantaged Business Enterprise (DBE) goal of 16 % for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder DBE Commitment” form indicates that the bidder has met the DBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder DBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
Aliquot Associates, Inc.	6/02/2021	e-mail solicitation

EXHIBIT 15-H DBE INFORMATION—GOOD FAITH EFFORT ALTA CONT.

Exhibit 15-H DBE Information -Good Faith Effort

Local Assistance Procedures Manual

- C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
topographic survey and utility coordination	N	N/A	TBD	16%

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

N/A

Names, addresses and phone numbers of firms selected for the work above:

Aliquot Associates, Inc., Robert Wong, PE, President
1390 S. Main Street, Suite 310, Walnut Creek, CA 94596 925-476-2330 rwong@aliquot.com

- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

N/A

EXHIBIT 15-H DBE INFORMATION—GOOD FAITH EFFORT ALTA CONT.

Local Assistance Procedures Manual

Exhibit 15-H
DBE Information - Good Faith Effort

- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

N/A

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
-----------------------------	------------------------	---------

N/A

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

N/A

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

Alta has submitted written confirmation of DBE teaming partner Aliquot Associates, Inc.'s statement of participation in the contract as an attachment to the DBE Commitment form 10-O1 Consultant Proposal DBE Commitment.