

**CITY OF SANTA ROSA  
PROFESSIONAL SERVICES AGREEMENT  
WITH BKF ENGINEERS  
AGREEMENT NUMBER \_\_\_\_\_**

This "Agreement" is made as of this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the City of Santa Rosa, a municipal corporation ("City"), and BKF Engineers, a California Corporation ("Contractor").

**R E C I T A L S**

A. City desires to prepare final design Plans, Specifications & Estimates (PS&E) and provide design support during construction consistent with the project guidelines of the Local Assistance Procedures.

B. City desires to retain a responsible and qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A.1 and A.2 to this Agreement.

C. Contractor represents to City that it is a responsible firm composed of highly trained professionals with the ability and skills necessary to successfully perform the services hereunder under the terms and conditions of this Agreement.

D. The parties have negotiated upon the terms pursuant to which Contractor will provide such services and have reduced such terms to writing.

**AGREEMENT**

**NOW, THEREFORE**, City and Contractor agree as follows:

**1. SCOPE OF SERVICES**

Contractor shall provide to City the services described in Exhibit A.1 ("Design Terms") and Exhibit A.2 ("Scope of Services"). Contractor shall provide these services at the time, place, and in the manner specified in Exhibit A.1 and A.2. Exhibits A.1 and A.2 is attached hereto for the purpose of defining the manner and scope of services to be provided by Contractor and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Contractor and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

In the event of any conflict between Exhibit A.1 and Exhibit A.2, the Exhibit A.1 shall control and prevail.

**2. COMPENSATION**

a. City shall pay Contractor for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B. Contractor shall submit monthly statements to City which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for

the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit B.

b. The payments prescribed herein shall constitute all compensation to Contractor for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Contractor, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Contractor, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Contractor's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of three hundred and eighty thousand, eight hundred and ninety-eight dollars and sixty-three cents (\$380,898.63). Contractor acknowledges and agrees that it exceeds the maximum compensation under this Agreement at its own risk. The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 17671.

### **3. DOCUMENTATION; RETENTION OF MATERIALS; ACCESS TO RECORDS**

a. Contractor shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Contractor shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate.

c. Contractor shall maintain the records and any and all other records pertinent to this Agreement for a period of four (4) years after completion of all services hereunder.

d. Contractor agrees to provide City, the State of California, the California Department of Transportation ("CALTRANS") Administrator, the Comptroller General of the United States, and any or all of their authorized representatives, access to any books, documents, papers, and records of Contractor which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

e. Contractor agrees to permit all or any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

f. Contractor agrees to provide the CALTRANS Administrator or his authorized representatives access to work sites pertaining to the services being performed under this Agreement.

### **4. INDEMNITY**

a. Contractor shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, its officers, employees, or agents, in said performance

of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

b. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 4, nor shall the limits of such insurance limit the liability of Contractor hereunder. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 18(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

## **5. INSURANCE**

a. Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for City's agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Contractor, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event Contractor, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors in the provision of any services to City under this Agreement, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b. Contractor agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be available to the additional insureds identified therein.

c. Contractor agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the name insureds.

## **6. ASSIGNMENT**

Contractor shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Contractor agrees that the City shall have the right to approve any and all subcontractors to be used by Contractor in the performance of this Agreement before Contractor contracts with or otherwise engages any such subcontractors.

## **7. NOTICES**

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to

City Representative:

Dezire Perez  
City of Santa Rosa TPW  
69 Stony Circle  
Santa Rosa, CA 95401  
(707)543-4203

Contractor Representative:

Geoff Coleman  
BKF Engineers  
200 4<sup>th</sup> Street, Suite 300  
Santa Rosa, CA 95401  
(707)583-8520

## **8. INDEPENDENT CONTRACTOR**

a. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Agreement, and Contractor shall be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Contractor's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Contractor, in the performance of Contractor's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Contractor for accomplishing such results. To the extent that Contractor obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Contractor's sole discretion based on the Contractor's determination that such use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Contractor use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Contractor's assigned personnel and subcontractors.

d. The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Contractor. Contractor may represent, perform services for, or be employed by such additional persons or companies as Contractor sees fit.

## **9. ADDITIONAL SERVICES**

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid in accordance with the rates set forth in Exhibit B, or paid as otherwise agreed upon by the

parties in writing prior to the provision of any such additional services.

## **10. SUCCESSORS AND ASSIGNS**

City and Contractor each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

## **11. TERM, SUSPENSION, TERMINATION FOR CONVENIENCE AND CAUSE**

a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

b. City shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. If City gives such notice of suspension, Contractor shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time upon written notice of termination to Contractor. Upon such termination, Contractor shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Contractor for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the Agreement not been terminated or had Contractor completed the services required by this Agreement. Contractor shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Contractor.

d. City shall have the right to terminate this Agreement for cause upon written notice to Contractor following an Event of Default. The following shall be "Events of Default" hereunder and the term "Event of Default" shall mean, whenever it is used herein, any one or more of the following events:

(i) The failure by Contractor to perform any obligation under this Agreement, which by its nature Contractor has no capacity to cure;

(ii) The failure by Contractor to perform any other obligation under this Agreement, if the failure has continued for a period of ten (10) days after the City demands in writing that Contractor cure the failure. If, however, by its nature the failure cannot be cured within ten (10) days, Contractor may have a longer period as is necessary to cure the failure, but this is conditioned upon Contractor's promptly commencing to cure within the ten (10) day period and thereafter diligently completing the cure. Contractor shall indemnify and defend the City against any liability, claim, damage, loss, or penalty that may be threatened or may in fact arise from that failure during the period the failure is uncured;

(iii) Any of the following: A general assignment by Contractor for the benefit of Contractor's creditors; any voluntary filing, petition, or application by Contractor under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise;

(iv) The appointment of a trustee or receiver to take possession of all or substantially all of Contractor's assets; or the attachment, execution or other judicial seizure of all or substantially all of Contractor's assets or of Contractor's interest in this Agreement, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or the involuntary filing against Contractor, or any general partner of Contractor if Contractor is a partnership, or

(a) a petition to have Contractor, or any partner of Contractor if Contractor is a partnership, declared bankrupt, or

(b) a petition for reorganization or arrangement of Contractor under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within sixty (60) days.

(v) Any representation or warranty related to this Agreement made by any agent of Contractor is determined to have been false or misleading in any material respect at the time made.

## **12. REMEDIES UPON DEFAULT**

This Section 12 shall apply in the event the amount payable under this Agreement exceeds the simplified acquisition threshold as determined pursuant to section 1908 of title 41 of the United States Code, or \$150,000, whichever amount is greater.

a. Remedies on Event of Default. Upon the occurrence of an Event of Default as defined in Section 11, City shall have the right upon written notice to Contractor, in addition to any other rights or remedies available to City at law or in equity, to:

(i) Terminate this Agreement and all rights of Contractor under this Agreement, (ii) Continue this Agreement without terminating the Agreement, or (iii) Temporarily suspend Contractor's performance hereunder, in whole or in part, and recover from Contractor the aggregate sum of;

(1) any amount necessary to compensate City for all the detriment caused by Contractor's failure to perform its obligations or that, in the ordinary course of things, would be likely to result from its failure; and

(2) all other amounts in addition to or in lieu of those previously set out as may be permitted from time to time by applicable California or Federal law.

(b) None of the previous remedial actions, alone or in combination, shall be construed as an election by City to terminate this Agreement unless City has in fact given Contractor written notice that this Agreement is terminated or unless a court of competent jurisdiction decrees termination of this Agreement. If City takes any of the previous remedial actions without terminating this Agreement City may nevertheless at any later time terminate this Agreement by written notice to Contractor.

(c) After the occurrence of an Event of Default, the City, in addition to or in lieu of exercising other remedies, may, but without any obligation to do so, cure the breach underlying the Event of Default for the account and at the expense of Contractor. However, City must by prior notice first allow Contractor a reasonable opportunity to cure, except in cases of emergency, where City may proceed without prior notice to Contractor. Contractor shall, upon demand, immediately reimburse City for all costs, including costs of settlements, defense, court costs, and attorneys' fees that City may incur in the course of any cure.

(d) No security or guaranty for the performance of Contractor's obligations that City may now or later hold shall in any way constitute a bar or defense to any action initiated by City for enforcement of any obligation of Contractor or for the recovery of damages caused by an Event of Default.

(e) Except where this is inconsistent with or contrary to any provisions of this Agreement, no right or remedy conferred upon or reserved to City is intended to be exclusive of any other right or remedy, or any right or remedy given or now or later existing at law or in equity or by statute. Except to the extent that City may have otherwise agreed in writing, no waiver by City of any violation or nonperformance by Contractor of any obligations, agreements, or covenants under this Agreement shall be deemed to be a waiver of any subsequent violation or nonperformance of the same or any other covenant, agreement, or obligation, nor shall any forbearance by City to exercise a remedy for any violation or nonperformance by Contractor be deemed a waiver by City of the rights or remedies with respect to that violation or nonperformance.

(f) Indemnification. The exercise of City of any one or more of the remedies set forth in this Section 12 shall not affect the rights of City or the obligations of Contractor under the indemnity provisions set forth in Section 4 hereof.

(g) No Remedy Exclusive. No remedy herein conferred upon or reserved to City is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle City to exercise any remedy reserved to it in this subsection it shall not be necessary to give any notice, other than such notice as may be required in this Section or by law.

(h) Notice of Default. Contractor agrees that, as soon as is practicable, and in any event within ten (10) days after such event, Contractor will furnish City notice of any event which is an Event of Default under this Agreement, or which with the giving of notice or the passage of time or both could constitute an Event of Default under this Agreement, which has occurred and is continuing on the date of such notice, which notice shall set forth the nature of such event and the action which Contractor proposes to take with respect thereto. Each subcontract shall include the provisions of this subsection (h) to require each subcontractor of Contractor to provide City notice of any Event of Subcontractor Default in the same manner as required hereunder of Contractor for an Event of Default.

#### **14. STANDARD OF PERFORMANCE**

Contractor shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California. All products of whatsoever nature that Contractor delivers to City shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession, and shall be provided in accordance with any schedule of performance. Contractor shall assign only competent personnel to perform services under this Agreement. Contractor shall notify City in writing of any changes in Contractor's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Contractor to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

## 15. CONFLICTS OF INTEREST

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of City. Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

## 16. CONFLICT OF INTEREST REQUIREMENTS

a. **Generally.** The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 *et seq.*, comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code:

  X   yes        no (check one)

If "yes" is checked by the City, Contractor shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants;" and
- (2) Cause these individuals to file with the City Clerk the assuming office statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, Contractor shall cause these individuals to file with the City Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

## 17. CONFIDENTIALITY OF CITY INFORMATION

During performance of this Agreement, Contractor may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City



Information to any third party without the prior written consent of City. In addition, Contractor shall comply with all City policies governing the use of the City network and technology systems. A violation by Contractor of this Section 17 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

## **18. CONTRACTOR INFORMATION**

a. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Contractor shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

b. Contractor shall fully defend, indemnify and hold harmless City, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Contractor not later than ten (10) days after City is served with any such claim, action, lawsuit or other proceeding, provided that City's failure to provide such notice within such time period shall not relieve Contractor of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from Contractor by City, whether received in connection with Contractor's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Contractor of any request for the disclosure of such information. Contractor shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d. The parties understand and agree that any failure by Contractor to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

## **19. FEDERAL PROVISIONS**

Contractor shall comply with the provisions in Exhibit C to this Agreement. In the event of a conflict between any provision in Exhibit C and any other provision of this Agreement, the more stringent provision shall control and prevail.

## **20. GENERAL PROVISIONS**

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Contractor shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, *et seq.*) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, *et seq.*, which require prevailing wages (in accordance with DIR determinations at [www.dir.ca.gov](http://www.dir.ca.gov)) be paid to any employee performing work covered by Labor Code sections 1720 *et seq.* Contractor shall pay to City when due all business taxes payable by Contractor under the provisions of Chapter 6-04 of the Santa Rosa City Code. City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Contractor.

d. Discrimination Prohibited. With respect to the provision of services under this Agreement, Contractor agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

e. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California and Federal law. Venue of any litigation arising out of or connected with this Agreement shall lie in the state trial court in Sonoma County in the State of California or the United States District Court, Northern District of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

f. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Contractor, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Incorporation of Attachments and Exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

## **21. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS**

Contractor hereby represents and warrants to City that it is (a) a duly organized and validly existing Corporation, formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Contractor hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Contractor in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

## 22. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Consultant wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any signature that cannot be positively verified by the City as an authentic electronic signature.

Executed as of the day and year first above stated.

### CONTRACTOR:

**CITY OF SANTA ROSA**  
a Municipal Corporation

Name of Firm: \_\_\_\_\_

TYPE OF BUSINESS ENTITY (*check one*):

\_\_\_\_ Individual/Sole Proprietor  
\_\_\_\_ Partnership  
☒ Corporation  
\_\_\_\_ Limited Liability Company  
\_\_\_\_ Other (please specify: \_\_\_\_\_)

By: \_\_\_\_\_

Print  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Signatures of Authorized Persons:*

APPROVED AS TO FORM:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Office of the City Attorney

By: \_\_\_\_\_

ATTEST:

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

City of Santa Rosa Business Tax Cert. No.

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Attachments:

Attachment One – Insurance Requirements

Exhibit A.1 – Design Terms

Exhibit A.2 – Scope of Services

Exhibit B – Compensation

Exhibit C – Federal Provisions

# **ATTACHMENT ONE INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES AGREEMENTS**

**A. Insurance Policies:** Contractor shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

| <b>Insurance</b>                                  | <b>Minimum Coverage Limits</b>                        | <b>Additional Coverage Requirements</b>  |
|---|---|--|
| 1. Commercial general liability                   | \$ 1 million per occurrence<br>\$ 2 million aggregate | Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. <b>Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.</b> |
| 2. Business auto coverage                         | \$ 1 million  | ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.   |
| 3. Professional liability (E&O)                   | \$ 1 million per claim<br>\$ 2 million aggregate      | Contractor shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.   |
| 4. Workers' compensation and employer's liability | \$ 1 million  | As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.   |

**B. Endorsements:**

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.

2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
    - a. For any claims related to this project, Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Contractor's insurance and shall not contribute with it; and,
    - b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.
- C. Verification of Coverage and Certificates of Insurance:** Contractor shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.
- D. Other Insurance Provisions:**
1. No policy required by this Agreement shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnitees.
  2. All insurance coverage amounts provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
  3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Contractor or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Contractor may be required to provide financial guarantees.
  4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
  5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

# EXHIBIT A.1:

## DESIGN TERMS

## **Consultant invoices**

### **A. Frequency, routing and misc.**

1. Submit one invoice per month for work performed in the previous month
  - a) Typically payment will be processed within four weeks for an undisputed invoice
  - b) Fiscal year end invoicing deadline: The City's fiscal year ends on June 30, services performed through June 30, including from all subconsultants, shall be invoiced no later than July 7 of each year to comply with the City's fiscal year end deadlines. After July 7, there shall be no further invoicing for services performed up to June 30.
2. Invoices shall be submitted to the City Project Manager, either electronically by email (preferred) or by mail
  - a) Do not submit invoices directly to City of Santa Rosa Accounts Payable
3. Consultant shall invoice only within the authorized limits of the contract
  - a) The Consultant is responsible for providing written notification to the City Project Manager prior to proceeding with any service that the Consultant considers to be outside of the services outlined in the contract
  - b) The Consultant shall be aware that a contract amendment can take up to 3 months to fully execute, and therefore shall provide a minimum of 3 months advance notice of any concerns about exceeding contract terms

### **B. Minimum information required to be provided on the invoice**

Consultant information

Invoice number

Invoice date

Project name

City project ID #

Contract number

(example below)

| Task Description | Contract amount | Amount previously invoiced | Current amount invoiced | Total amount invoiced | % complete |
|------------------|-----------------|----------------------------|-------------------------|-----------------------|------------|
| (Task 1)         | \$12,000        | \$12,000                   |                         | \$12,000              | 100        |
| (Task 2)         | \$13,000        | \$4,825                    | \$2,287                 | \$7,112               | 54         |
| (Task 3)         | \$63,000        | \$0                        |                         | \$0                   | 0          |
| Reimbursables    | \$2,000         | \$423                      | \$92                    | \$515                 | 26         |
| Contingency      | \$10,000        | \$0                        |                         | \$0                   | 0          |
| Total            | \$100,000       | \$17,248                   | \$2,379                 | \$19,627              | 20         |

**Total amount due this invoice**

**\$2,379.00**

Attach an invoice report which shall include all federal invoicing requirements and the following:

- A summary of work performed during the invoice period
- A hourly billing and description of work for the firm's employees working on the project, number of hours for work performed during the invoice period, hourly rate, total amount for each employee
- For subconsultants, attach the subconsultants invoice with hourly billing and description of work for the firm's employees working on the project, number of hours for work performed during the invoice period, hourly rate, total amount for each employee
- Provide an updated project schedule when the project is more than 30 days past the consultant's



previously submitted project schedule

### **C. Use of contingency**

Contingency, if provided in the contract, is only to be utilized as authorized by the City Project Manager.

Consultant shall provide a not to exceed cost proposal for any additional service requested to be provided utilizing contingency.

Consultant shall receive written authorization from the City Project Manager to utilize contingency.

Once authorized, the Consultant shall add the task and not to exceed amount to the invoice summary, and reduce the contingency line to reflect the remaining contingency.

## **Design of Capital Improvement Projects**

The following shall not be construed as all inclusive. It is the responsibility of the consultant design engineer in responsible charge of the project to adhere to local standards of care and commonly accepted design principles and complete the entire scope of the project to give a constructable project within the budget provided to the City.

### **A. Templates**

Consultant shall utilize the following City templates to be provided by the City Project Manager:

1. Title sheet and border for plans (AutoCAD)
2. Technical Specifications "boiler plates" (Word)

### **B. Documents provided to the Consultant**

The City Project Manager shall provide the following documents to the Consultant:

1. Record plans available from City records
2. Templates as noted in Section A
3. Project name
4. Topographic map
5. Utility maps from utility companies – Consultant shall treat these documents as confidential.
6. Pothole request and instructions for City utility potholing coordination.
7. File number – provided with 90% submittal comments returned from the City
8. Comments returned after each design submittal

Any further information that the Consultant requires shall be included in the Consultant's cost proposal to research and request records from other agencies as needed for the project.

### **C. Software**

1. Prepare project plans using Autodesk AutoCAD Civil 3D. Obtain prior written approval from the City Project Manager to use a different product version of AutoCAD. Provide final approved electronic project plans to the City in AutoCAD (\*.dwg) format and all related files on flashdrive or provide a

- link to the City Project Manager allowing files to be downloaded. Include instructions to the City regarding how to access and use the files and the interrelationships among them. These instructions shall include a list describing what is contained in each drawing (.dwg) file.
2. Prepare most other documents using Microsoft (MS) Word and Excel.

#### **D. Plans (general)**

1. The primary scale of the drawings shall be 1 inch = 20 feet unless otherwise approved by the City. Show the plan-view alignment on the topo. Identify utility conflicts. Determine any changes to the anticipated right of way needs and indicated need for environmental permits.
2. Plans shall be provided on 22"x34" white bond paper (24"x36" can be utilized by written approval from the City Project Manager).
3. Submit project plans that contain the original unedited topographic and control layers along with the design layers. Coordinates shall be based on City's coordinate system. Consultant shall use the same coordinates provided in the topographic survey and shall not modify any value.
4. Utilize the City established plan, profile, and cover sheet templates in AutoCAD. Each plan and/or profile sheet submitted by Consultant shall include the following:
  - a) Location and coordinates of control points, point number, elevation and description.
  - b) Graphic scale.
  - c) North arrow.
  - d) Mapping showing streets (edge of pavement, face of curb).
  - e) Elevations of all existing features, structures, or utilities.
  - f) Match lines with appropriate sheet numbers.
5. Use City established title blocks.
6. Indicate the plan completion percentage (40%/75%/90%) near the project title area of the border on sheet one of the plans.
7. All projects shall comply with the strictest interpretation of state and federal standards for accessibility (guidelines shall be utilized to apply accessibility where standards have not been adopted).
  - a) Note that the City prefers directional curb ramps (exceptions are accepted when the directional curb ramp design creates a significant impact to the project – Consultant to provide analysis and Design Exception Memo)
8. Projects disturbing more than 10,000 square feet of native soil shall include Low Impact Development (LID) in the design.
  - a. This project is anticipated to fall in an exemption of LID requirements, design provided is not to remove this exemption.

#### **E. Special Provisions/ Technical Specifications**

1. Prepare Technical Specifications of the Special Provisions utilizing the City CIP supplied "boilerplate" templates. Modify only as necessary. All changes shall be highlighted by developing the technical specifications with MS Word "track changes" activated.
  - a) The City Project Manager shall provide as a reference to the consultant a draft pdf 'front end' general specifications of the special provisions (white pages). Consultant shall provide to the City Project Manager their professional opinion regarding Sections 1-9; especially Order of Work, Number of Working Days, and Liquidated Damages. However, edits to and incorporation of Sections 1-9 shall be made by City Staff only.
2. Verify that all items in the engineer's estimate are covered in the special provisions and that it is clear how all work is paid for. List items in the same order and with the same title as on the special provisions. Do not add headers or footers to the technical specifications.
3. Stamp and sign final Technical Specifications cover page (utilizing the City supplied template) and submit to City in PDF format. Provide bid-ready final approved technical specifications in Microsoft Word format to City via email.

4. Include Order of Work or any other process-related provisions, as required.
5. Include any required accessory conditions, improvements or other that the contractor may be responsible for, which may include but is not limited to:
  - a) Public outreach
  - b) Temporary facilities
  - c) Environmental or other permits (including required inspections)
  - d) Applicable regulations
  - e) Mitigation monitoring requirements
6. Identify any supplementary reports used for design and indicate they are available for contractor viewing during bidding. If applicable, indicate that such reports are not part of the contract.
7. Verify that the project plans and special provisions reference the same project name and the project name provided by the City Project Manager.
8. Incorporate any provisions relating to environmental permits, regulations, and mitigation requirements in the project special provisions.

## **F. Deliverables**

The City Project Manager may, at their discretion, reject any incomplete design submittal and the Consultant shall resubmit at the Consultant's expense.

Consultant shall provide a Quality Assurance (QA) review prior to submitting a deliverable to the City

1. Project start up:
  - a) Kick off meeting with consultant and City Project Manager.
    - i. Identify access needs for the project (e.g. keys, right of entry, etc)
    - ii. Identify templates, record plans
2. 40% complete design submittal:
  - a) Design checklist filled out
  - b) Electronic Plans (PDF) and preliminary engineer's estimate (Excel)
  - c) Design memo summarizing project information, including but not limited to:
    - i. Non-standard conditions
    - ii. Modification of the City's pre-design information
    - iii. Accessibility compliance concerns
    - iv. Cost impacts. Alternates if needed to remain in the construction budget.
    - v. Alternative design options
      - A. Specifically, if there are options to avoid ROW acquisitions
    - vi. Utility conflicts, including if and what utilities will need to be relocated or adjusted
    - vii. This project is exempt from permanent Storm Water BMP's as required by the NPDES MS4 Permit. Consultant shall design the project scope of work to maintain the exemption.
    - viii. Condition of street
  - d) Upon request from the City Project Manager, schedule a 40% review meeting.
3. 75% complete design submittal that includes:
  - a) Design checklist filled out
  - b) Electronic Plans (PDF), Technical Specifications (WORD showing tracked changes) and preliminary engineer's estimate (Excel)
  - a) Design memo summarizing project information, including but not limited to:
    - i. Response to City's 40% design submittal comments
    - ii. Changes from the 40% design:
      - a. Environmental concerns
      - b. Right of way
      - c. Water quality impacts
      - d. Non-standard conditions

- e. Modification of the design
      - f. Square footage of soil disturbance
      - g. Cost impacts
    - iii. Accessibility compliance concerns
    - iv. Utility conflicts, including if and what utilities will need to be relocated
    - v. Estimated number of working days to complete the project
    - vi. Estimated quantity of soil to be disposed
  - b) Design Exception Memo 1 (Deputy Director approval) required for:
    - i. Exceptions to City Standards
    - ii. Non-directional curb ramps (but otherwise compliant)
  - h) Design Exception Memo 2 (City Engineer approval) required for:
    - i. Exceptions to accessibility standards within the right of way
  - i) Upon request from the City Project Manager, schedule a 75% review meeting
  - j) Send a copy of project plans to utility companies
4. 90% complete design submittal (note that this submittal should be a completed design from the Consultant's perspective) that includes:
- b) Electronic Plans (PDF), Technical Specifications (WORD showing tracked changes) and preliminary engineer's estimate (Excel)
  - a) Design checklist filled out
  - b) Design memo, including but not limited to:
    - i. Response to City's 75% design submittal comments
    - ii. Changes from the 75% design
    - iii. Statement from the Consultant acknowledging:
      - a. potholing has been completed and utility information incorporated into the plans
      - b. utility conflicts are resolved
    - iv. Estimated number of working days to complete the project
    - v. Order of work statement for City's front end specifications
  - c) Design Exception Memo(s) for any conditions not addressed in the 75% memo(s)
  - d) Upon request from the City Project Manager, schedule a 90% review meeting
1. 100% complete design submittal for projects in the right of way that includes:
- a) Design checklist filled out
  - b) Design memo responding to City's comments from the 90% design submittal
  - c) Final stamped and signed project plans, Electronic project plans in pdf format
  - d) archival quality, Final tracked changes copy of the Technical Specifications provided in electronic MS Word format
  - e) Stamped and signed Technical Specifications cover sheet and finalized Technical Specifications in PDF format. The City will need to be able to add a footer page number to the PDF, so do not lock it.
  - f) Itemized Bid Sheet in MS Excel format
2. Bid phase
- a) Consultant shall provide written response to technical questions within 3 business days.
  - b) Attend a pre-bid conference with City staff when requested by the City Project Manager.
3. Construction contract assistance
- a) Respond to questions, inquiries, correspondence, technical RFI's within two days until the Notice of Completion is filed.
  - b) Respond to technical submittals concerning the project within two weeks until the Notice of Completion is filed. Up to 5 rush reviews of critical submittals may require 1 week responsiveness.
  - c) Resolve problems regarding the design with a field visit and within two days of notification to avoid delays.
  - d) Provide stamped and signed sketches, details and/or replacement plan sheets as needed when requested by the City Project Manager in response to errors on the plans (at no cost to the City)

or for City requested changes to the project (when not a result of Consultant error, these additional requests can be billed to the City).

4. Project close out
  - a) Revise the project electronic AutoCAD files per the record plan revisions to the City assets:
    - i. City utilities
    - ii. Third-party utility changes within contract
    - iii. Curb Ramp
    - iv. Sidewalks
  - b) Provide FINAL project plans and all related files in electronic AutoCAD format for the City's use.
  - c) Complete Consultant/City evaluations.
  - d) When requested, attend a project close out meeting with City staff to provide constructive feedback to the City on our processes and procedures.

#### **G. Right of Way**

1. No Right of Way (ROW) acquisitions are anticipated for the design of this project. Consultant shall design the project scope of work within the existing ROW.

#### **H. Plan Coordination and Research (As directed)**

1. Coordinate with and obtain approval from all affected local agencies and companies, including but not limited to the City Departments of Community Development, Transportation and Public Works, Water, Sonoma County Water Agency, Sonoma County Road Department, California Regional Water Quality Control Board, Pacific Gas and Electric Company, Comcast, and AT&T. Coordination shall include preparation and processing of all correspondences, check prints, forms, applications, permits, diagrams, viewfoils, and any other necessary items as determined by the City Engineer. This coordination shall continue until the project plans are approved by the City. The Consultant shall also be responsible for assisting the City in obtaining review and approval from any affected County, State, and Federal agencies. This assistance shall include but not be limited to applying for public funds and supplying check prints of project plans, special provisions, estimates, and right of way plats and descriptions as directed by the City. Copies of all correspondence shall be transmitted to the City.

# **EXHIBIT A.2:**

## **SCOPE OF SERVICES**

# SCOPE OF SERVICES



We have reviewed and are familiar with the City of Santa Rosa Capital Projects Engineering Division Consultant Services Terms for Capital Improvement Projects document, and have provided the following scope of services based on that document, the project Request for Proposals, and our prior experience successfully completing similar projects.

## TASK 1: PROJECT MANAGEMENT

When providing services to a client, it is important to have a clear understanding of their needs. It is the initial submittal of the preliminary drawings that establishes the foundation and framework for a successful design.

BKF will establish the project development team and conduct a “kick-off” meeting with the City of Santa Rosa’s assigned project manager. During the kick-off meeting, we will discuss the project in detail, and identify and establish the project’s goals and objectives. This kickoff meeting will be led by Becky Dower, BKF’s project manager and point of contact for the project. Geoff Coleman, BKF’s principal-in-charge, will also attend the meeting. Every project has different objectives, and each manager may have a unique communication style. We will discuss communication protocols, the anticipated schedule, and special procedures the City would like us to follow.

BKF will meet with the City at each of the proposed milestones to submit documents and receive comments. BKF will develop an agenda for each meeting where we have specific items we would like to discuss with the City. Similarly, BKF will develop meeting minutes for each meeting we hold with the City where decisions are made or things are discussed that are not in writing, so that they can be documented.

## TASK 2: BACKGROUND RESEARCH

After BKF is given Notice to Proceed, our initial task will be to gather existing drawings, specifications, studies and supporting documents from the City to help us better understand the project’s opportunities and constraints.

BKF will walk the site with City staff to evaluate the alignment and buffer separation options for the new pathway and other conditions in order to identify additional constraints of the project. BKF will prepare a project photo log, which will include pictures of sensitive features and elements that might be critical to the design.

## TASK 3: ARBORIST FIELD REVIEW AND TREE ASSESSMENT

Our project Arborist, Merge Studio, will complete a site evaluation and inventory to identify, location, analyze, and assess trees within the vicinity of the pathway to support recommendations for retention or removal. In the Tree Assessment Report, the recommendations for the trees and tree removal mitigation (if applicable) will be identified. For trees that are to remain, a tree protection plan will be developed that identifies protection zones and fencing to be installed during construction, as well as root intrusion prevention measures to discourage future pathway heaving and cracking. Merge Studios will be available during construction to inspect and monitor tree health, and to provide recommendations for tree-related questions encountered during construction.

### Deliverables

- Tree Assessment Report
- Tree Protection Plan

## TASK 4: GEOTECHNICAL INVESTIGATION

BKF will utilize the services of our geotechnical subconsultant, RGH, to lead the geotechnical investigation for the proposed multi-use path and pavement rehabilitation work. To support the pathway design as well as to gain an

# SCOPE OF SERVICES

understanding of the amount of grinding that the Hearn Avenue pavement can accommodate, the geotechnical investigation will include site reconnaissance, borings at 6 locations in the roadway, five shallow borings in the area of the pathway, and laboratory testing to evaluate soil properties. The investigation will provide information related to the existing roadway pavement sections and soil subgrade conditions. Findings will be detailed in a geotechnical report and will include pathway design parameters and construction considerations and information to support our roadway cross-slope correction approach.

## **Deliverables**

- Final Geotechnical Investigation Report

## **TASK 5: DESIGN PLANS, SPECIFICATIONS, AND COST ESTIMATE (PS&E)**

40% Submittal: BKF will prepare 40% construction drawings, with the intent of these drawings being used to confirm layout, grading, and roadway striping approach. Project station and control will be based on collected topographic mapping and the established roadway centerline. If there are existing record drawings with stationing that the City would like us to use, then this will be used for the drawings we prepare. The drawings will reflect the project area, paving limits, limits of the new pathway improvements, layout of the new curb ramps and locations for new pedestrian push button poles, and preliminary details. An assessment of the existing street lighting will be completed to determine if lighting levels are adequate for pedestrian safety along the pathway. If lighting improvements are needed, our team can provide this support to the City under an amendment to our agreement. The design team will review boilerplate technical specifications provided by the City and will develop an outline of the intended technical specifications for the project. BKF will also prepare a Preliminary Engineer's Opinion of Probable Construction Cost (Estimate), to give the City and design team an initial, high-level opinion of the project costs. We have assumed that preparation of a Stormwater Control Plan and integration of post-construction stormwater BMPs into the design will not be required, as the pavement rehabilitation work will not impact roadway subgrade and pedestrian facilities and barrier removal projects are generally exempt. If needed or desired, we believe we can easily accommodate post-construction stormwater treatment features in the buffer area between the pathway and the roadway.

## **Deliverables**

Deliverables will be provided in hard-copy format, but can also be transmitted electronically upon request. We will provide City staff with six (6) copies of all submittal materials, including full-sized (22-in x 34-in) drawings.

- 40% Construction Drawings
- 40% Preliminary Engineers Opinion of Probable Construction Cost
- Outline of Technical Specifications

**75% Submittal:** BKF will meet with the City to discuss the 40% review comments prior to commencing with documents for the 75% submittal. In order to document the resolution process, we will develop a written matrix of City comments, along with design team responses regarding the comment resolution. This matrix will give City staff the ability to easily confirm that comments have been addressed to their satisfaction. If graphical plan markups are preferred over the written matrix, we can also easily provide the City with a comment response markup graphically showing where and how each staff comment has been resolved.

BKF will address the City's comments and increase the level of detail in the construction documents. The drawings will be more precisely updated to include a higher level of grading at the curb ramps, driveways, and pathway, as well as striping, push button pole information, minor signal modification, and potential utility relocation work associated with the project.

The Technical Specifications and Special Provisions will be developed during this milestone based on the City's boilerplate/standardized specification document. While we anticipate that most of the work items will follow



# SCOPE OF SERVICES

established City standards, there is the potential for some improvements (namely the buffer area between the roadway and the pathway) to warrant development of project-specific Special Provisions.

At this milestone we will also update and refine the Preliminary Engineer's Opinion of Probable Construction Cost (Estimate). We will accompany the cost opinion with a draft Bid Item List.

## **Deliverables**

Deliverables will be provided in hard-copy format, but can also be transmitted electronically upon request. We will provide City staff with six (6) copies of all submittal materials, including full-sized (22-in x 34-in) drawings.

- 75% Construction Drawings
- 75% Technical Specifications
- 75% Engineers Opinion of Probable Construction Cost
- Draft Bid Item List
- Comment Response Matrix and/or Plan Markups

**90% Submittal:** BKF will meet with the City to discuss the 75% review comments prior to commencing with documents for the 90% submittal. BKF will address the City's comments and increase the level of detail in the construction documents. The PS&E documents will be updated to incorporate comments and recommendations provided by the City and other advancements, including coordination with the Hearn Avenue/US 101 Overcrossing project, that might be raised following the 75% submittal.

## **Deliverables**

Deliverables will be provided in hard-copy format, but can also be transmitted electronically upon request. We will provide City staff with six (6) copies of all submittal materials, including full-sized (22-in x 34-in) drawings.

- 90% Construction Drawings
- 90% Technical Specifications
- 90% Engineers Opinion of Probable Construction Cost
- Draft Bid Item List
- Comment Response Matrix and/or Plan Markups

**100% Construction Documents:** After City review of the 90% Construction Documents, BKF will meet with the City to discuss their final comments. BKF will incorporate and address the City's comments in the final documents. These documents will be suitable for use during bidding and construction and will be signed and sealed.

## **Deliverables**

Deliverables will be provided in hard-copy format, but can also be transmitted electronically upon request. We will provide City staff with six (6) copies of all submittal materials, including full-sized (22-in x 34-in) drawings.

- Final Construction Drawings on archivable Mylar and a CD with the electronic AutoCAD files
- Final Technical Specifications
- Final Engineers Opinion of Probable Construction Cost
- Final Bid Item List
- Final Comment Response Matrix and/or Plan Markups

## **TASK 6: BIDDING ASSISTANCE**

Upon completion of the Final Construction Documents and prior to the City sending the project out to bid, BKF will be available to consult with the City regarding final questions relating to the construction documents. During the Bid Phase, if requested, BKF will attend a pre-bid meeting, provide responses to bidders' questions, participate in the bid opening process, prepare a bid tabulation, provide recommendations to award the project to the most responsive bidder and if needed, prepare bid addenda.

# SCOPE OF SERVICES

## TASK 7: CONSTRUCTION ADMINISTRATION ASSISTANCE

BKF can be available to attend a pre-construction meeting with the City and selected General Contractor. The pre – construction conference will establish protocols for communication during construction, and will be a means of building a “team” relationship between the General Contractor, BKF, and the City. BKF will provide supplemental support to the City’s Construction Management efforts. We anticipate that we may assist the City by:

- Being available to report to the site in response to City and/or Contractor questions
- Reviewing and preparing responses to Requests for Information (RFI’s) from either the City and/or Contractor
- Reviewing Contractor submittals and shop drawings for compatibility with the design
- Site visit during construction to observe grading around trees to remain
- Participating in a pre-final walk through of the constructed project
- Performing a final review and development of a punch list of incomplete or deficient items
- Revising construction documents to accommodate minor design changes (if necessary)

Continuous observation and materials testing is not included with this scope. BKF’s involvement, review, observation and opinions rendered during the construction phase of this project shall not constitute approval of safety precautions, construction means, methods, techniques, sequences or procedures instituted by the General Contractor or the City.

## TASK 8: PROJECT CLOSE-OUT

Following completion of construction, BKF will prepare record drawings based on the Contractor’s as-builts to document the final location of the improvements. If requested, BKF will attend a meeting with the City to provide feedback on the project and review improvements that can be made for future projects.

All project meeting minutes, design decisions, and other related project documentation will be packaged and turned over to the City for their records.

## OPTIONAL TASK 9: CONSTRUCTION STAKING

BKF has proposed a preliminary budget for Construction Surveying based on the information that is presently available. We understand this scope could change to accommodate specific requests of the contractor who is awarded the project. At this time, we have budgeted for up to 2 mobilizations to accommodate the following construction stakes.

- One set of stakes to line and grade for construction of the pathway (limited to 70 stakes)
- One set of stakes to line and grade for construction of curb ramps ramps (anticipated to be 2 ramps)

This item includes office calculations and preparation of Point Maps and Cut Sheets for the staked points.

## OPTIONAL SCOPE OF SERVICES

In the event that the City requires additional design support on this project, BKF can support the City with the following additional services, which can be provided through a service agreement amendment. Final scope and fee for these services will need to be identified at the time of their request, in order to understand the limits of needed work:

- Underground Utility Locating
- Lighting Design
- Right of Way Acquisition Support



# **EXHIBIT B:**

## **COMPENSATION**

# HIGHWAY 101 HEARN AVENUE MULTI-USE PATHWAY AND PAVEMENT REHABILITATION

BKF PROJECT NO. 20250965

## COST PROPOSAL SUMMARY BY TASK

ACTUAL COST-PLUS-FIXED FEE CONTRACTS

(DESIGN AND ENGINEERING)

Date 7/22/2025

|   | BKF          |                   |              | W-Trans                |             |               | Merge-Studio, Inc |              |             | RGH Consultants, Inc |             |             | Total Task Fee |
|---|--------------|-------------------|--------------|------------------------|-------------|---------------|-------------------|--------------|-------------|----------------------|-------------|-------------|----------------|
|   | Direct Labor | O & P             | Total        | Direct Labor           | O & P       | Total         | Direct Labor      | O & P        | Total       | Direct Labor         | O & P       | Total       |                |
| Task 1: Project Management                                | \$12,869.83  | \$29,485.94       | \$42,355.77  | \$0.00                 | \$0.00      | \$0.00        | \$0.00            | \$0.00       | \$0.00      | \$0.00               | \$0.00      | \$0.00      | \$42,355.77    |
| Task 2: Background Research                               | \$1,750.26   | \$4,010.00        | \$5,760.26   | \$0.00                 | \$0.00      | \$0.00        | \$0.00            | \$0.00       | \$0.00      | \$0.00               | \$0.00      | \$0.00      | \$5,760.26     |
| Task 3: Arborist Field Review and Tree Assessment         | \$721.76     | \$1,653.62        | \$2,375.38   | \$0.00                 | \$0.00      | \$0.00        | \$9,137.10        | \$4,856.13   | \$13,993.23 | \$0.00               | \$0.00      | \$0.00      | \$16,368.61    |
| Task 4: Geotechnical Investigation                        | \$617.86     | \$1,415.57        | \$2,033.43   | \$0.00                 | \$0.00      | \$0.00        | \$0.00            | \$0.00       | \$0.00      | \$9,226.47           | \$18,732.53 | \$27,959.00 | \$29,992.43    |
| Task 5: Plans, Specifications, and Estimate               | \$31,925.11  | \$77,604.94       | \$109,530.05 | \$25,070.94            | \$52,029.06 | \$77,100.00   | \$18,274.20       | \$9,712.26   | \$27,986.46 | \$0.00               | \$0.00      | \$0.00      | \$214,616.51   |
| Task 6: Bidding Assistance                                | \$1,080.60   | \$2,475.76        | \$3,556.36   | \$0.00                 | \$0.00      | \$0.00        | \$0.00            | \$0.00       | \$0.00      | \$0.00               | \$0.00      | \$0.00      | \$3,556.36     |
| Task 7: Construction Administration Assistance            | \$4,272.10   | \$9,787.77        | \$14,059.87  | \$0.00                 | \$0.00      | \$0.00        | \$3,045.70        | \$1,618.71   | \$4,664.41  | \$0.00               | \$0.00      | \$0.00      | \$18,724.28    |
| Task 8: Project Close-Out                                 | \$1,977.54   | \$4,530.72        | \$6,508.26   | \$0.00                 | \$0.00      | \$0.00        | \$0.00            | \$0.00       | \$0.00      | \$0.00               | \$0.00      | \$0.00      | \$6,508.26     |
| Optional Task 9: Utility Relocation                       |              |                   | \$25,000.00  |                        |             | \$0.00        |                   |              | \$0.00      |                      |             | \$0.00      |                |
| Reimbursable Expenses                                     |              |                   | \$8,312.00   |                        |             | \$77.00       |                   |              | \$0.00      |                      |             | \$0.00      | \$8,389.00     |
| Contract Subtotal   |              |                   |              |                        |             |               |                   |              |             |                      |             |             | \$346,271.48   |
| 10% Contingency (to be used only upon City Authorization) |              |                   |              |                        |             |               |                   |              |             |                      |             |             | \$34,627.15    |
| Total BKF Fee   | \$219,491.38 | Total W-Trans Fee | \$77,177.00  | Total Merge-Studio Fee | \$46,644.10 | Total RGH Fee | \$27,959.00       | \$380,898.63 |             |                      |             |             |                |

**EXHIBIT 10-H1 COST PROPOSAL**  
**ACTUAL COST-PLUS-FIXED FEE CONTRACTS**  
 (DESIGN AND ENGINEERING)

Note: Mark-ups are Not Allowed

Consultant BKF Engineers Contract No. \_\_\_\_\_

Date 7/22/2025

**DIRECT LABOR**

**Task 1: Project Management**

| Classification/Title     | Name          | Hours | Actual Hourly Rate | Total      |
|--------------------------|---------------|-------|--------------------|------------|
| Principal                | Geoff Coleman | 8     | \$120.19           | \$961.52   |
| Associate Principal      | Becky Dower   | 92    | \$93.75            | \$8,625.00 |
| Senior Project Engineer  | Varies        | -     | \$65.24            | \$0.00     |
| Project Engineer         | Varies        | 19    | \$59.33            | \$1,127.27 |
| Design Engineer          | Varies        | 12    | \$44.57            | \$534.84   |
| Senior Project Assistant | Varies        | 40    | \$40.53            | \$1,621.20 |

**Task 2: Background Research**

| Classification/Title     | Name          | Hours | Actual Hourly Rate | Total    |
|--------------------------|---------------|-------|--------------------|----------|
| Principal                | Geoff Coleman | -     | \$120.19           | \$0.00   |
| Associate Principal      | Becky Dower   | 6     | \$93.75            | \$562.50 |
| Senior Project Engineer  | Varies        | -     | \$65.24            | \$0.00   |
| Project Engineer         | Varies        | 8     | \$59.33            | \$474.64 |
| Design Engineer          | Varies        | 16    | \$44.57            | \$713.12 |
| Senior Project Assistant | Varies        | -     | \$40.53            | \$0.00   |

**Task 3: Arborist Field Review and Tree Assessment**

| Classification/Title     | Name          | Hours | Actual Hourly Rate | Total    |
|--------------------------|---------------|-------|--------------------|----------|
| Principal                | Geoff Coleman | -     | \$120.19           | \$0.00   |
| Associate Principal      | Becky Dower   | 2     | \$93.75            | \$187.50 |
| Senior Project Engineer  | Varies        | -     | \$65.24            | \$0.00   |
| Project Engineer         | Varies        | 6     | \$59.33            | \$355.98 |
| Design Engineer          | Varies        | 4     | \$44.57            | \$178.28 |
| Senior Project Assistant | Varies        | -     | \$40.53            | \$0.00   |

**Task 4: Geotechnical Investigation**

| Classification/Title     | Name          | Hours | Actual Hourly Rate | Total    |
|--------------------------|---------------|-------|--------------------|----------|
| Principal                | Geoff Coleman | -     | \$120.19           | \$0.00   |
| Associate Principal      | Becky Dower   | 2     | \$93.75            | \$187.50 |
| Senior Project Engineer  | Varies        | -     | \$65.24            | \$0.00   |
| Project Engineer         | Varies        | 5     | \$59.33            | \$296.65 |
| Design Engineer          | Varies        | 3     | \$44.57            | \$133.71 |
| Senior Project Assistant | Varies        | -     | \$40.53            | \$0.00   |

**Task 5: Plans, Specifications, and Estimate**

| Classification/Title     | Name          | Hours | Actual Hourly Rate | Total       |
|--------------------------|---------------|-------|--------------------|-------------|
| Principal                | Geoff Coleman | 8     | \$120.19           | \$961.52    |
| Associate Principal      | Becky Dower   | 109   | \$93.75            | \$10,218.75 |
| Senior Project Engineer  | Varies        | 44    | \$65.24            | \$2,870.56  |
| Project Engineer         | Varies        | 136   | \$59.33            | \$8,068.88  |
| Design Engineer          | Varies        | 220   | \$44.57            | \$9,805.40  |
| Senior Project Assistant | Varies        | -     | \$40.53            | \$0.00      |

**Task 6: Bidding Assistance**

| Classification/Title     | Name          | Hours | Actual Hourly Rate | Total    |
|--------------------------|---------------|-------|--------------------|----------|
| Principal                | Geoff Coleman | -     | \$120.19           | \$0.00   |
| Associate Principal      | Becky Dower   | 6     | \$93.75            | \$562.50 |
| Senior Project Engineer  | Varies        | -     | \$65.24            | \$0.00   |
| Project Engineer         | Varies        | 6     | \$59.33            | \$355.98 |
| Design Engineer          | Varies        | -     | \$44.57            | \$0.00   |
| Senior Project Assistant | Varies        | 4     | \$40.53            | \$162.12 |

**Task 7: Construction Administration Assistance**

| Classification/Title     | Name          | Hours | Actual Hourly Rate | Total      |
|--------------------------|---------------|-------|--------------------|------------|
| Principal                | Geoff Coleman | -     | \$120.19           | \$0.00     |
| Associate Principal      | Becky Dower   | 12    | \$93.75            | \$1,125.00 |
| Senior Project Engineer  | Varies        | -     | \$65.24            | \$0.00     |
| Project Engineer         | Varies        | 26    | \$59.33            | \$1,542.58 |
| Design Engineer          | Varies        | 36    | \$44.57            | \$1,604.52 |
| Senior Project Assistant | Varies        | -     | \$40.53            | \$0.00     |

**Task 8: Project Close-Out**

| Classification/Title     | Name          | Hours | Actual Hourly Rate | Total    |
|--------------------------|---------------|-------|--------------------|----------|
| Principal                | Geoff Coleman | 4     | \$120.19           | \$480.76 |
| Associate Principal      | Becky Dower   | 6     | \$93.75            | \$562.50 |
| Senior Project Engineer  | Varies        | -     | \$65.24            | \$0.00   |
| Project Engineer         | Varies        | 4     | \$59.33            | \$237.32 |
| Design Engineer          | Varies        | 12    | \$44.57            | \$534.84 |
| Senior Project Assistant | Varies        | 4     | \$40.53            | \$162.12 |

**LABOR COSTS**

|   |             |                 |
|---|-------------|-----------------|
| a) Subtotal Direct Labor Costs                          | \$55,215.06 |                 |
| b) Anticipated Salary Increases (see page 2 for sample) | \$1,104.30  |                 |
| <b>c) TOTAL DIRECT LABOR COSTS [(a) + (b)]</b>          |             | <b>\$56,319</b> |

**FRINGE BENEFITS**

|                                   |                                 |        |
|-----------------------------------|---------------------------------|--------|
| d) Fringe Benefits (Rate: 0.00% ) | <b>e) Total Fringe Benefits</b> |        |
|                                   | [(c) x (d)]                     | \$0.00 |

**INDIRECT COSTS**

|  |  |                  |
|--|--|------------------|
| f) Overhead (Rate: 199.19% )                 | g) Overhead [(c) x (f)]                          | \$112,182.54     |
| h) General and Administrative (Rate: 0.00% ) | i) Gen & Admin [(c) x (h)]                       | \$0.00           |
|  | <b>j) Total Indirect Costs [(e) + (g) + (i)]</b> | <b>\$112,183</b> |

**FEE (Profit)**

|                    |  |                 |
|--------------------|--|-----------------|
| q) (Rate: 10.00% ) | <b>k) TOTAL FIXED PROFIT [(c) + (j)] x (q)</b> | <b>\$16,850</b> |
|--------------------|--|-----------------|

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

| Description of Item                            | Quantity | Unit  | Unit Cost   | Total              |
|--|----------|-------|-------------|--------------------|
| Mileage Costs                                  | 200      | miles | \$0.56      | \$112.00           |
| Utility Relocation Support - Nor-Coast UD Inc. | 1        | each  | \$25,000.00 | \$25,000.00        |
| Title Reports                                  | 4        | each  | \$1,750.00  | \$7,000.00         |
| Survey Filing Fees                             | 1        | each  | \$1,200.00  | \$1,200.00         |
| <b>l) TOTAL OTHER DIRECT COSTS</b>             |          |       |             | <b>\$33,312.00</b> |

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

|                                       |           |                   |
|---------------------------------------|-----------|-------------------|
| W-Trans                               | \$        | 77,177.00         |
| RGH                                   | \$        | 27,959.00         |
| Merge Studio Inc.                     | \$        | 46,644.10         |
|                                       | \$        | -                 |
| <b>m) TOTAL SUBCONSULTANTS' COSTS</b> | <b>\$</b> | <b>151,780.10</b> |

**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** **\$185,092.10**

**TOTAL COST [(c) + (j) + (k) + (n)]** **\$370,444.19**

**NOTES:**

- Employees subject to prevailing wage requirements to be marked with an \*.
- This fee worksheet includes staff anticipated to complete the services being requested. Our team may use staff in other positions, who are not listed on this fee worksheet to facilitate the efficient delivery of certain services, provided that the total contract value is not exceeded.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

**EXHIBIT 10-H1 COST PROPOSAL**  
**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant BKF Engineers Contract No. \_\_\_\_\_ Date 7/22/2025

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

| Direct Labor Subtotal<br>per Cost Proposal | Total Hours<br>per Cost Proposal |   | Avg Hourly<br>Rate | 5 Year Contract<br>Duration |
|--|----------------------------------|---|--------------------|-----------------------------|
| \$55,215.06                                | 860                              | = | \$64.20            | 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 | \$64.20         | + | 5.0%                | = | \$67.41 | Year 2 Avg Hourly Rate |
| Year 2 | \$67.41         | + | 5.0%                | = | \$70.78 | Year 3 Avg Hourly Rate |
| Year 3 | \$70.78         | + | 5.0%                | = | \$74.32 | Year 4 Avg Hourly Rate |
| Year 4 | \$74.32         | + | 5.0%                | = | \$78.04 | Year 5 Avg Hourly Rate |

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

|        | Estimated %<br>Completed Each Year |   | Total Hours<br>per Cost Proposal |   | Total Hours<br>per Year |                        |
|--------|------------------------------------|---|----------------------------------|---|-------------------------|------------------------|
| Year 1 | 60.00%                             | * | 860.0                            | = | 516.0                   | Estimated Hours Year 1 |
| Year 2 | 40.00%                             | * | 860.0                            | = | 344.0                   | Estimated Hours Year 2 |
| Year 3 | 0.00%                              | * | 860.0                            | = | 0.0                     | Estimated Hours Year 3 |
| Year 4 | 0.00%                              | * | 860.0                            | = | 0.0                     | Estimated Hours Year 4 |
| Year 5 | 0.00%                              | * | 860.0                            | = | 0.0                     | Estimated Hours Year 5 |
| Total  | 100%                               |   | Total                            | = | 860.0                   |                        |

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

|        | Avg Hourly Rate<br>(calculated above)           |   | Estimated hours<br>(calculated above) |   | Cost per Year |                        |
|--------|---|---|---------------------------------------|---|---------------|------------------------|
| Year 1 | \$64.20   | * | 516                                   | = | \$33,129.04   | Estimated Hours Year 1 |
| Year 2 | \$67.41   | * | 344                                   | = | \$23,190.33   | Estimated Hours Year 2 |
| Year 3 | \$70.78   | * | 0                                     | = | \$0.00        | Estimated Hours Year 3 |
| Year 4 | \$74.32   | * | 0                                     | = | \$0.00        | Estimated Hours Year 4 |
| Year 5 | \$78.04   | * | 0                                     | = | \$0.00        | Estimated Hours Year 5 |
|        | Total Direct Labor Cost with Escalation         |   |                                       | = | \$56,319.36   |                        |
|        | Direct Labor Subtotal before Escalation         |   |                                       | = | \$55,215.06   |                        |
|        | Estimated total of Direct Labor Salary Increase |   |                                       | = | \$1,104.30    | 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.



**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

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
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) - (when

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

**Prime Consultant or Subconsultant Certifying:**

Name: Geoff Coleman Title \*: Vice President / Executive-in-Charge  
Signature :  Date of Certification (mm/dd/yyyy): 7/22/2025  
Email: [gcoleman@bkf.com](mailto:gcoleman@bkf.com) Phone Number: (707) 583-8520  
Address: 200 4th Street, Suite 300, Santa Rosa, CA 95401

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

List services the consultant is providing under the proposed contract:

Traffic, landscape, and civil engineering design services

**EXHIBIT 10-H1 COST PROPOSAL** PAGE 1 OF 3  
**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Consultant Whitlock & Weinberger Transportation, Inc. (dba W-Trans)

Project No. \_\_\_\_\_ Federal Contract No. \_\_\_\_\_ Date 5/20/2025

**DIRECT LABOR**

| Classification/Title   | Name               | Hours | Actual Hourly Rate | Total |
|------------------------|--------------------|-------|--------------------|-------|
| Senior Principal       | Dalene J. Whitlock | 7     |                    |       |
| Principal              | Atul Patel         | 57    |                    |       |
| Traffic Engineer       | Allison Moser      | 140   |                    |       |
| Assistant Engineer     | Nathan Sharafian   | 160   |                    |       |
| Administrative Support | Various            | 9     |                    |       |

**LABOR COSTS**

|   |                    |
|---|--------------------|
| a) Subtotal Direct Labor Costs                          | \$23,541.67        |
| b) Anticipated Salary Increases (see page 2 for sample) | \$1,529.27         |
| <b>c) TOTAL DIRECT LABOR COSTS [(a) + (b)]</b>          | <b>\$25,070.94</b> |

**INDIRECT COSTS**

|  |   |                    |
|--|---|--------------------|
| d) Fringe Benefits (Rate: <u>35.20%</u> )            | e) Total Fringe Benefits  | \$8,824.97         |
| f) Overhead (Rate: <u>60.36%</u> )                   | g) Overhead [(c)x(f)]   | \$15,132.82        |
| h) General and Administrative (Rate: <u>84.01%</u> ) | i) Gen & Admin [(c) x (h)]                                      | \$21,062.09        |
|  | <b>j) Total Indirect Costs [(e) + (g) + (i)]</b>                | <b>\$45,019.88</b> |
| <b>FIXED FEE</b>                                     | <b>k) TOTAL FIXED PROFIT [(c) + (j)] x fixed fee <u>10%</u></b> | <b>\$7,009.08</b>  |

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

| Description of Item                | Quantity | Unit(s) | Unit Cost | Total          |
|------------------------------------|----------|---------|-----------|----------------|
| Mileage Costs                      | 100      | miles   | \$0.770   | \$77.00        |
| Equipment Rental and Supplies      |          |         |           | \$0.00         |
| Permit Fees                        |          |         |           | \$0.00         |
| Plotting & Postage                 |          |         |           | \$0.00         |
| <b>1) TOTAL OTHER DIRECT COSTS</b> |          |         |           | <b>\$77.00</b> |

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

|  |                    |
|--|--------------------|
| <b>m) TOTAL SUBCONSULTANTS' COSTS:</b>                       | <b>\$0.00</b>      |
| <b>n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS'</b> | <b>\$77.00</b>     |
| <b>TOTAL COST [(c) + (j) + (k) + (p)]</b>                    | <b>\$77,176.90</b> |

**NOTES:**

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

**EXHIBIT 10-H1 COST PROPOSAL** PAGE 2 OF 2  
**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 hour**

| Direct Labor <u>Subtotal</u><br>per Cost Proposal | Total Hours<br>per Cost Proposal | = | Avg Hourly<br>Rate | 5 Year Contract<br>Duration |
|---|----------------------------------|---|--------------------|-----------------------------|
| \$23,541.67                                       | 373                              | = | \$63.11            | 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 | \$63.11         | + | 4%                  | = | \$65.64 | Year 2 Avg Hourly Rate |
| Year 2 | \$65.64         | + | 4%                  | = | \$68.26 | Year 3 Avg Hourly Rate |
| Year 3 | \$68.26         | + | 4%                  | = | \$71.00 | Year 4 Avg Hourly Rate |
| Year 4 | \$71.00         | + | 4%                  | = | \$73.83 | Year 5 Avg Hourly Rate |

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

|        | Estimated %<br>Completed Each Year |   | Total Hours<br>per Cost Proposal | = | Total Hours<br>per Year |                        |
|--------|------------------------------------|---|----------------------------------|---|-------------------------|------------------------|
| Year 1 | 40.00%                             | * | 373.0                            | = | 149.2                   | Estimated Hours Year 1 |
| Year 2 | 60.00%                             | * | 373.0                            | = | 223.8                   | Estimated Hours Year 2 |
| Year 3 | 0.00%                              | * | 373.0                            | = | 0.0                     | Estimated Hours Year 3 |
| Year 4 | 0.00%                              | * | 373.0                            | = | 0.0                     | Estimated Hours Year 4 |
| Year 5 | 0.00%                              | * | 373.0                            | = | 0.0                     | Estimated Hours Year 5 |
| Total  | 100%                               |   | Total                            | = | 373.0                   |                        |

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

|   | Avg Hourly Rate<br>(calculated above) |   | Estimated hours<br>(calculated above) | = | Cost per Year     |                        |
|---|---------------------------------------|---|---------------------------------------|---|-------------------|------------------------|
| Year 1  | \$65.64                               | * | 149                                   | = | \$9,793.33        | Estimated Hours Year 1 |
| Year 2  | \$68.26                               | * | 224                                   | = | \$15,277.60       | Estimated Hours Year 2 |
| Year 3  | \$71.00                               | * | 0                                     | = | \$0.00            | Estimated Hours Year 3 |
| Total Direct Labor Cost with Escalation         |                                       |   |                                       | = | \$25,070.94       |                        |
| Direct Labor Subtotal before Escalation         |                                       |   |                                       | = | \$23,541.67       |                        |
| Estimated total of Direct Labor Salary Increase |                                       |   |                                       | = | <b>\$1,529.27</b> | 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 approved.

**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 Principals (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contract
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principals and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
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: Dalene J. WhitlockTitle: Senior Principal/Vice PresidentSignature: Date of Certification (mm/dd/yyyy): 5/20/2025Email: [dwhitlock@w-trans.com](mailto:dwhitlock@w-trans.com)Phone Number: (707) 284-7738Address: 490 Mendocino Avenue, Suite 201, Santa Rosa, CA 95401

\*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 of services the consultant is providing under the proposed contract:**

Traffic Engineering (signing, striping and signal designs)

**EXHIBIT 10-H2 COST PROPOSAL** PAGE 1 OF 3**SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)**

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant RGH CONSULTANTS ☐ Prime Consultant ☒ Subconsultant ☐ 2<sup>nd</sup> Tier SubconsultantProject No. \_\_\_\_\_ Contract No: \_\_\_\_\_ Participation Amount: \_\_\_\_\_ Date: 5/15/2025

|                   |                  |   |                            |   |                                     |
|-------------------|------------------|---|----------------------------|---|-------------------------------------|
| For Combined Rate | 36.59%           |   | 122.37%                    |   | 158.96%                             |
|                   | Fringe Benefit % | + | General & Administrative % | = | Combined Indirect Cost Rate (ICR) % |
| OR                |                  |   |                            |   |                                     |

|                       |                  |   |                            |   |                   |
|-----------------------|------------------|---|----------------------------|---|-------------------|
| For Home Office Rate  | Fringe Benefit % | + | General & Administrative % | = | Home Office ICR%  |
| For Field Office Rate | Fringe Benefit % | + | General & Administrative % | = | Field Office ICR% |

|         |        |
|---------|--------|
| FEE % = | 10.00% |
|---------|--------|

**BILLING INFORMATION****CALCULATION INFORMATION**

| Name/Job Title/Classification <sup>1</sup> | Hourly Billing Rates <sup>2</sup> |          |          | Effective date of hourly rate |            | Actual <b>or</b> Avg<br>hourly rate <sup>3</sup> | % or \$ increase | Hourly range - for<br>classifications only |   |         |
|--|-----------------------------------|----------|----------|-------------------------------|------------|--|------------------|--|---|---------|
|  | Straight                          | OT(1.5x) | OT(2x)   | From                          | To         |  |                  |  |   |         |
| Eric Chase - Principal Engineer*           | \$303.37                          | N/A      | N/A      | 1/1/2025                      | 12/31/2025 | \$106.50   |                  | Not Applicable                             |   |         |
|  | \$318.54                          | N/A      | N/A      | 1/1/2026                      | 12/31/2026 | \$111.83   | 5.00%            |  |   |         |
|  | \$334.47                          | N/A      | N/A      | 1/1/2027                      | 12/31/2027 | \$117.42   | 5.00%            |  |   |         |
|  | \$351.19                          | N/A      | N/A      | 1/1/2028                      | 12/31/2028 | \$123.29   | 5.00%            |  |   |         |
| Jared Pratt - Principal Geologist *        | \$303.37                          | N/A      | N/A      | 1/1/2025                      | 12/31/2025 | \$106.50   |                  | Not Applicable                             |   |         |
|  | \$318.54                          | N/A      | N/A      | 1/1/2026                      | 12/31/2026 | \$111.83   | 5.00%            |  |   |         |
|  | \$334.47                          | N/A      | N/A      | 1/1/2027                      | 12/31/2027 | \$117.42   | 5.00%            |  |   |         |
|  | \$351.19                          | N/A      | N/A      | 1/1/2028                      | 12/31/2028 | \$123.29   | 5.00%            |  |   |         |
| Project Engineer / Geologist               | \$165.90                          | \$195.02 | \$224.14 | 1/1/2025                      | 12/31/2025 | \$58.24  |                  | \$49.50                                    | - | \$69.46 |
|  | \$174.20                          | \$204.77 | \$235.35 | 1/1/2026                      | 12/31/2026 | \$61.15  | 5.00%            | \$51.98                                    | - | \$72.93 |
|  | \$182.90                          | \$215.01 | \$247.11 | 1/1/2027                      | 12/31/2027 | \$64.21  | 5.00%            | \$54.57                                    | - | \$76.58 |
|  | \$192.05                          | \$225.76 | \$259.47 | 1/1/2028                      | 12/31/2028 | \$67.42  | 5.00%            | \$57.30                                    | - | \$80.41 |
| Staff Engineer / Geologist                 | \$107.05                          | \$125.84 | \$144.63 | 1/1/2025                      | 12/31/2025 | \$37.58  |                  | \$36.00                                    | - | \$41.50 |
|  | \$112.40                          | \$132.13 | \$151.86 | 1/1/2026                      | 12/31/2026 | \$39.46  | 5.00%            | \$37.80                                    | - | \$43.58 |
|  | \$118.02                          | \$138.74 | \$159.45 | 1/1/2027                      | 12/31/2027 | \$41.43  | 5.00%            | \$39.69                                    | - | \$45.75 |
|  | \$123.92                          | \$145.67 | \$167.43 | 1/1/2028                      | 12/31/2028 | \$43.50  | 5.00%            | \$41.67                                    | - | \$48.04 |

|                         |          |          |          |          |            |         |       |         |   |         |
|-------------------------|----------|----------|----------|----------|------------|---------|-------|---------|---|---------|
| Field Engineer **       | \$211.88 | \$249.07 | \$286.26 | 1/1/2025 | 12/31/2025 | \$74.38 |       | \$64.33 | - | \$77.81 |
|                         | \$222.47 | \$261.52 | \$300.57 | 1/1/2026 | 12/31/2026 | \$78.10 | 5.00% | \$67.55 | - | \$81.70 |
|                         | \$233.59 | \$274.60 | \$315.60 | 1/1/2027 | 12/31/2027 | \$82.00 | 5.00% | \$70.92 | - | \$85.79 |
|                         | \$245.27 | \$288.32 | \$331.38 | 1/1/2028 | 12/31/2028 | \$86.10 | 5.00% | \$74.47 | - | \$90.07 |
| Field Engineer          | \$109.67 | \$128.92 | \$148.17 | 1/1/2025 | 12/31/2025 | \$38.50 |       | \$30.00 | - | \$50.00 |
|                         | \$115.15 | \$135.37 | \$155.58 | 1/1/2026 | 12/31/2026 | \$40.43 | 5.00% | \$31.50 | - | \$52.50 |
|                         | \$120.91 | \$142.13 | \$163.36 | 1/1/2027 | 12/31/2027 | \$42.45 | 5.00% | \$33.08 | - | \$55.13 |
|                         | \$126.96 | \$149.24 | \$171.52 | 1/1/2028 | 12/31/2028 | \$44.57 | 5.00% | \$34.73 | - | \$57.88 |
| Clerical/Admin/Drafting | \$95.08  | \$111.77 | \$128.46 | 1/1/2025 | 12/31/2025 | \$33.38 |       | \$31.75 | - | \$35.00 |
|                         | \$99.84  | \$117.36 | \$134.89 | 1/1/2026 | 12/31/2026 | \$35.05 | 5.00% | \$33.34 | - | \$36.75 |
|                         | \$104.83 | \$123.23 | \$141.63 | 1/1/2027 | 12/31/2027 | \$36.80 | 5.00% | \$35.00 | - | \$38.59 |
|                         | \$110.07 | \$129.39 | \$148.71 | 1/1/2028 | 12/31/2028 | \$38.64 | 5.00% | \$36.75 | - | \$40.52 |

## NOTES:

1. 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.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate \* (1+ ICR) \* (1+ Fee). 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. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL PAGE 2 OF 3  
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)  
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant

RGH Consultants

☐ Prime Consultant☒ Subconsultant☐ 2<sup>nd</sup> Tier Subconsultant

Project No.Contract No:Date: 5/15/2025

| SCHEDULE OF OTHER DIRECT COST ITEMS |          |      |           |              |
|-------------------------------------|----------|------|-----------|--------------|
| Description of Item                 | Quantity | Unit | Unit Cost | Total        |
| Mileage Costs                       |          | Mile | IRS Rate  | Actual       |
| Report Reproduction (Vendor)        |          | EA   | \$ -      | Actual       |
| Overnight Shipment/Delivery         |          | EA   | \$ -      | Actual       |
| Traffic Control                     |          | LS   | \$ -      | Actual       |
| Drilling                            |          | LS   | \$ -      | Actual       |
| Laboratory Testing                  |          | LS   | \$ -      | See Attached |
| Rental Vehicle                      |          | EA   | \$ -      | Actual       |
| Per Diem                            |          | EA   | GSA Rate  | Actual       |
|                                     |          |      | \$ -      | \$ -         |
|                                     |          |      | \$ -      | \$ -         |
|                                     |          |      | \$ -      | \$ -         |
|                                     |          |      | \$ -      | \$ -         |
|                                     |          |      | \$ -      | \$ -         |
|                                     |          |      | \$ -      | \$ -         |
| Subconsultant 1:                    |          |      |           | \$ -         |
| Subconsultant 2:                    |          |      |           | \$ -         |
| Subconsultant 3:                    |          |      |           | \$ -         |
| Subconsultant 4:                    |          |      |           | \$ -         |
| Subconsultant 5:                    |          |      |           | \$ -         |

- NOTES:
- 1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
  - 2. Proposed ODC items should be consistently billed regardless of client and contract type.
  - 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. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
  - 6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
  - 7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
  - 8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
  - 9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
  - 10. Add additional pages if necessary.
  - 11. Subconsultants must provide their own cost proposals.

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EXHIBIT 10-H2 COST PROPOSAL PAGE 3 OF 3

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**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.

**Prime Consultant or Subconsultant Certifying:**

Name: Eric Chase

Title\* President

Signature:



Date of Certification (mm/dd/yyyy): 5/15/2025

Email: echase@rghgeo.com

Phone Number: 707-544-0188

Address: 3501 Industrial Drive Ste A, Santa Rosa, CA 95403

\* 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:

Geotechnical Engineering services / field compaction / laboratory testing



**RGH GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS**  
**YEAR END DECEMBER 31, 2024**

|                         |   | Current               | Disallowed<br>Costs  | Notes | Proposed Company<br>Wide | % of Dir. Lab<br>YTD |
|-------------------------|---|-----------------------|----------------------|-------|--------------------------|----------------------|
| <b>DIRECT LABOR</b>     |   |                       |                      |       |                          |                      |
| Billable Labor          |   | 1,944,985.10          |                      |       | 1,944,985.10             | 100.00%              |
|                         | <b>TOTAL DIRECT LABOR</b>               | <b>\$1,944,985.10</b> |                      |       | <b>\$1,944,985.10</b>    | <b>100.00%</b>       |
| <b>INDIRECT LABOR</b>   |   |                       |                      |       |                          |                      |
| Indirect Labor          |   | 1,124,422.94          |                      | (a)   | 1,124,422.94             | 57.81%               |
|                         | <b>TOTAL INDIRECT LABOR</b>             | <b>\$1,124,422.94</b> |                      |       | <b>1,124,422.94</b>      | <b>57.81%</b>        |
| <b>FRINGE BENEFITS</b>  |   |                       |                      |       |                          |                      |
| 705.00                  | Payroll Bonus                           | 76,750.00             | \$0.00               | (l)   | \$76,750.00              | 3.95%                |
| 721.00                  | Employer's FICA/Medi Tax                | 209,573.13            |                      |       | \$209,573.13             | 10.78%               |
| 722.00                  | Federal Unemployment                    | 1,878.64              |                      |       | \$1,878.64               | 0.10%                |
| 723.00                  | CA Unemployment                         | 6,900.67              |                      |       | \$6,900.67               | 0.35%                |
| 725.00                  | Payroll-ETT                             | 313.66                |                      |       | \$313.66                 | 0.0161%              |
| 727.00                  | Workman's Comp. Insurance               | 18,834.40             |                      |       | \$18,834.40              | 0.97%                |
| 728.00                  | 401K Admin Fees (Company)               | 10,110.00             |                      |       | \$10,110.00              | 0.52%                |
| 728.01                  | Profit Sharing                          | 167,893.06            | (49,934.07)          | (l)   | \$117,958.99             | 6.06%                |
| 731.00                  | Health Care Insurance                   | 269,272.77            |                      |       | \$269,272.77             | 13.84%               |
| 731.02                  | Executive Supplemental Health Insurance | 28,028.44             | (28,028.44)          | (b)   | \$0.00                   | 0.00%                |
| 731.03                  | Life Insurance                          | 8,402.04              | (8,402.04)           | (b)   | \$0.00                   | 0.00%                |
| 731.04                  | Life / AD&D / LTD                       | 4,979.63              |                      |       | \$4,979.63               | 0.26%                |
|                         | <b>TOTAL FRINGE BENEFITS</b>            | <b>\$802,936.44</b>   | <b>(\$86,364.55)</b> |       | <b>\$711,592.26</b>      | <b>36.59%</b>        |
| <b>GENERAL OVERHEAD</b> |   |                       |                      |       |                          |                      |
| 732.00                  | General Insurance                       | 17,156.80             |                      |       | 17,156.80                | 0.88%                |
| 733.00                  | Professional Liability Insurance        | 223,007.28            |                      |       | 223,007.28               | 11.47%               |
| 734.00                  | Other Insurance                         | 379.00                |                      |       | 379.00                   | 0.02%                |
| 736.00                  | Education & Seminars                    | 31,049.57             |                      |       | 31,049.57                | 1.60%                |
| 737.00                  | Prof. Membership Dues/Meetings/Subscrip | 6,948.10              | (591.60)             | (c)   | 6,356.50                 | 0.33%                |
| 737.01                  | Non-Prof. Membership Dues/Meetings      | 2,144.36              | (2,144.36)           | (o)   |                          | 0.00%                |
| 738.00                  | Business License / Filing Fees          | 8,256.50              |                      |       | 8,256.50                 | 0.42%                |
| 738.01                  | Lab Accreditation & Assessment          | 28,351.55             |                      |       | 28,351.55                | 1.46%                |
| 738.02                  | Prof. License / Certification / Fees    | 2,112.00              |                      |       | 2,112.00                 | 0.11%                |
| 741.01                  | Rent-Santa Rosa Office                  | 206,608.28            |                      |       | 206,608.28               | 10.62%               |
| 741.02                  | Rent-Napa Office                        | 9,720.00              |                      |       | 9,720.00                 | 0.50%                |
| 741.03                  | Rent - Storage Unit                     | 1,972.00              |                      |       | 1,972.00                 | 0.10%                |
| 742.00                  | Utilities                               | 35,414.66             |                      |       | 35,414.66                | 1.82%                |
| 743.00                  | Reference/Publications/Periodicals      | 857.68                |                      |       | 857.68                   | 0.04%                |
| 744.00                  | Telephone/Internet                      | 7,888.01              |                      |       | 7,888.01                 | 0.41%                |
| 744.04                  | Telephone-Cell Phones                   | 47,133.93             |                      |       | 47,133.93                | 2.42%                |

**RGH GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS**  
**YEAR END DECEMBER 31, 2024**

|        |  | <b>Current</b> | <b>Disallowed<br/>Costs</b> | <b>Notes</b> | <b>Proposed Company<br/>Wide</b> | <b>% of Dir. Lab<br/>YTD</b> |
|--------|--|----------------|-----------------------------|--------------|----------------------------------|------------------------------|
| 745.00 | Postage/Delivery                           | 1,208.87       |                             |              | 1,208.87                         | 0.06%                        |
| 746.02 | Equipment Rental-Kyocera Copier            | 12,726.29      |                             |              | 12,726.29                        | 0.65%                        |
| 747.00 | Office Repair & Maintenance                | 27,596.23      |                             |              | 27,596.23                        | 1.42%                        |
| 747.01 | Computer Expense                           | 41,440.95      |                             |              | 41,440.95                        | 2.13%                        |
| 747.02 | Equipment Maintenance - LAB                | 15,127.65      |                             |              | 15,127.65                        | 0.78%                        |
| 747.03 | Janitorial                                 | 15,900.00      |                             |              | 15,900.00                        | 0.82%                        |
| 747.50 | 3501 TI's                                  | 5,344.25       |                             |              | 5,344.25                         | 0.27%                        |
| 748.00 | Printing & Blueprints                      | 1,955.20       |                             |              | 1,955.20                         | 0.10%                        |
| 748.01 | Advertising                                | 7,584.41       | (7,584.41)                  | (d)          |                                  | 0.00%                        |
| 748.02 | Promotion                                  | 41,948.25      | (41,948.25)                 | (d)          | 0.00                             | 0.00%                        |
| 748.03 | Gifts                                      | 25,870.30      | (25,870.30)                 | (e)          | 0.00                             | 0.00%                        |
| 748.05 | Donation                                   | 9,815.00       | (9,815.00)                  | (f)          | 0.00                             | 0.00%                        |
| 749.00 | Misc. Expenses (Shred / DIR Training Fund) | 225.00         |                             |              | 225.00                           | 0.01%                        |
| 751.00 | Legal Fees                                 | 26,194.85      | (19,500.00)                 | (m)          | 6,694.85                         | 0.34%                        |
| 751.01 | Claims Defense                             | 9,842.75       | (9,842.75)                  | (n)          |                                  | 0.00%                        |
| 752.00 | Accounting Fees                            | 23,146.35      |                             |              | 23,146.35                        | 1.19%                        |
| 753.00 | Taxes (Property)                           | 3,377.03       |                             |              | 3,377.03                         | 0.17%                        |
| 753.02 | Taxes-State                                | 96,933.00      |                             |              | 96,933.00                        | 4.98%                        |
| 753.04 | Taxes-Other                                | 30.00          |                             |              | 30.00                            | 0.00%                        |
| 754.01 | Loan Interest Expense                      | 115,121.61     | (115,121.61)                | (h)          | 0.00                             | 0.00%                        |
| 755.00 | Bank Charges                               | 3,512.85       | (2,350.00)                  | (h)          | 1,162.85                         | 0.06%                        |
| 755.01 | Finance Charges                            | 2,353.30       | (2,353.30)                  | (h)          |                                  | 0.00%                        |
| 755.04 | Converge Fees                              | 35,693.39      |                             |              | 35,693.39                        | 1.84%                        |
| 756.00 | Medical                                    | 16,487.59      | (16,487.59)                 | (b)          |                                  | 0.00%                        |
| 757.00 | Office Supplies                            | 34,946.13      |                             |              | 34,946.13                        | 1.80%                        |
| 757.01 | Lab supplies                               | 15,646.08      |                             |              | 15,646.08                        | 0.80%                        |
| 757.02 | Field supplies                             | 25,173.20      |                             |              | 25,173.20                        | 1.29%                        |
| 757.03 | Kitchen Supplies                           | 11,474.09      |                             |              | 11,474.09                        | 0.59%                        |
| 758.00 | Lab Expense                                | 7,659.75       |                             |              | 7,659.75                         | 0.39%                        |
| 759.00 | Outside Consultants                        | 3,257.50       |                             |              | 3,257.50                         | 0.17%                        |
| 761.00 | Auto Gas & Oil                             | 82,016.58      | (9,841.99)                  | (i)          | 72,174.59                        | 3.71%                        |
| 762.00 | Auto Repairs/Maintenance/Subscriptions     | 72,294.50      |                             |              | 72,294.50                        | 3.72%                        |
| 763.00 | Auto Registration/Insurance                | 48,107.72      |                             |              | 48,107.72                        | 2.47%                        |
| 764.00 | Travel                                     | 14,466.83      |                             |              | 14,466.83                        | 0.74%                        |
| 765.00 | Hotels                                     | 20,922.97      |                             |              | 20,922.97                        | 1.08%                        |
| 766.00 | Meals & Ent.                               | 19,987.24      | (5,196.68)                  | (j)          | 14,790.56                        | 0.76%                        |
| 774.00 | Penalties & Fines                          | 0.00           |                             | (k)          |                                  | 0.00%                        |

RGH GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS  
YEAR END DECEMBER 31, 2024

|        |  | Current                      | Disallowed<br>Costs          | Notes | Proposed Company<br>Wide     | % of Dir. Lab<br>YTD  |
|--------|--|------------------------------|------------------------------|-------|------------------------------|-----------------------|
| 801.00 | (Gain)/Loss on Sale  | (43,565.92)                  |                              |       | (43,565.92)                  | -2.24%                |
|        | <b>TOTAL GENERAL OVERHEAD</b>                                    | <b><u>\$1,480,821.51</u></b> | <b><u>(\$268,647.84)</u></b> |       | <b><u>\$1,255,739.59</u></b> | <b><u>64.56%</u></b>  |
|        | <b>TOTAL INDRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD</b> | <b><u>\$3,408,180.89</u></b> | <b><u>(355,012.39)</u></b>   |       | <b><u>\$3,091,754.79</u></b> | <b><u>158.96%</u></b> |

**FAR References and Notes**

- (a) 31.205-1: Labor costs associated with advertising, entertainment, and other unallowable activities are disallowed
- (b) 31.205-19: Key-officers' life insurance is disallowed (beneficiary is company and/or officers)
- (c) 31.205-22: Lobbying costs, paid as a percentage of professional dues, is disallowed
- (d) 31.205-1: Advertising materials and costs are disallowed
- (e) 31.205-13(b): Employee gifts are disallowed
- (f) 31.205-8: Contributions or donations are disallowed
- (g) 31.205-3: Collection costs are disallowed
- (h) 31.205-20: Interest on borrowings, costs of financing
- (i) 31.205-(m)(2): Personal use of a company asset (vehicle) is disallowed
- (j) 31.205-13: Entertainment is disallowed
- (k) 31.205-15: Fines and Penalties disallowed
- (l) 31.205-6 (b) (2): Executive Compensation in excess of reasonable amount is disallowed
- (m) 31.205-47(f)(2): Organization, reorganization or resisting mergers and acquisitions
- (n) 31.205-47(f)(4): Professional services costs associated to certain disputes between contractors
- (o) 31.205-1(f)(7): Memberships in Civic and Community Organizations

**SAMPLE COST PROPOSAL 1**

**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    ☐ 2<sup>nd</sup> Tier Subconsultant

Consultant \_\_\_\_\_

Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_ Date \_\_\_\_\_

**DIRECT LABOR**

| Classification/Title | Name  | Hours | Actual Hourly Rate | Total |
|----------------------|-------|-------|--------------------|-------|
| _____                | _____ | _____ |                    |       |
| _____                | _____ | _____ |                    |       |
| _____                | _____ | _____ |                    |       |

**LABOR COSTS**

a) Subtotal Direct Labor Costs \_\_\_\_\_

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

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \_\_\_\_\_

**INDIRECT COSTS**

d) Fringe Benefits (Rate: \_\_\_\_\_ )      e) Total Fringe Benefits [(c) x (d)] \_\_\_\_\_

f) Overhead (Rate: \_\_\_\_\_ )      g) Overhead [(c) x (f)] \_\_\_\_\_

h) General and Administrative (Rate: \_\_\_\_\_ )      i) Gen & Admin [(c) x (h)] \_\_\_\_\_

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] \_\_\_\_\_

**FIXED FEE**

k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee \_\_\_\_\_ ] \_\_\_\_\_

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

| Description of Item | Quantity | Unit  | Unit Cost | Total |
|---------------------|----------|-------|-----------|-------|
| _____               | _____    | _____ | _____     | _____ |
| _____               | _____    | _____ | _____     | _____ |
| _____               | _____    | _____ | _____     | _____ |
| _____               | _____    | _____ | _____     | _____ |

l) **TOTAL OTHER DIRECT COSTS** \_\_\_\_\_

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

|                  |       |
|------------------|-------|
| Subconsultant 1: | _____ |
| Subconsultant 2: | _____ |
| Subconsultant 3: | _____ |
| Subconsultant 4: | _____ |

m) **TOTAL SUBCONSULTANTS' COSTS** \_\_\_\_\_

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l)+(m)] \_\_\_\_\_

**TOTAL COST** [(c) + (j) + (k) + (n)] \_\_\_\_\_

**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.

**SAMPLE COST PROPOSAL 1**  
**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<br>Subtotal per Cost<br>Proposal | Total Hours per<br>Cost Proposal |   | Avg<br>Hourly<br>Rate | 5 Year<br>Contract<br>Duration |
|---|----------------------------------|---|-----------------------|--------------------------------|
| \$250,000.00                                  | 500                              | = | \$50.00               | Year 1 Avg<br>Hourly Rate      |

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

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

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

|        | Estimated % Completed<br>Each Year | Total Hours per Cost<br>Proposal |   | Total Hours per<br>Year |                        |
|--------|------------------------------------|----------------------------------|---|-------------------------|------------------------|
| Year 1 | 20.0%                              | 5000                             | = | 1000                    | Estimated Hours Year 1 |
| Year 2 | 40.0%                              | 5000                             | = | 2000                    | Estimated Hours Year 2 |
| Year 3 | 15.0%                              | 5000                             | = | 750                     | Estimated Hours Year 3 |
| Year 4 | 15.0%                              | 5000                             | = | 750                     | Estimated Hours Year 4 |
| Year 5 | 100%                               | 5000                             | = | 500                     | Estimated Hours Year 5 |
| Total  | 100%                               | Total                            | = | 5000                    |                        |

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

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

**NOTES:**

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

**SAMPLE COST PROPOSAL 1**

**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: \_\_\_\_\_ Title \*: \_\_\_\_\_

Signature : Cary Bush \_\_\_\_\_ Date of Certification (mm/dd/yyyy): \_\_\_\_\_

Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

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

List services the consultant is providing under the proposed contract:

|  |
|--|
|  |
|--|



merge studio, inc.

[modern landscape architecture]

[land planning] [arboriculture]

## Sample Cost Proposal - Direct Labor

---

| Classification/ Title | Name            | Hours                       | Actual Hourly Rate | Total       |
|-----------------------|-----------------|-----------------------------|--------------------|-------------|
| Landscape Architect   | Cary Bush       | 54                          | \$62.50            | \$3,375.00  |
| Arborist              | Amy Bush        | 100                         | \$37.50            | \$3,750.00  |
| Office Manager        | Amy Bush        | 14                          | \$37.50            | \$525.00    |
| Production Manager    | Mark Johnson    | 37                          | \$46.00            | \$1,702.00  |
| Project Manager       | Carlos Reyes    | 36                          | \$45.00            | \$1,620.00  |
| Project Manager       | Rachel Deschner | 37                          | \$39.00            | \$1,443.00  |
| Site Planner          | Katie Vlick     | 74                          | \$31.00            | \$2,294.00  |
|                       |                 |                             |                    |             |
|                       |                 | Subtotal Direct Labor Costs |                    | \$14,709.00 |

# **EXHIBIT C:**

## **FEDERAL PROVISIONS**



## **FEDERAL PROVISIONS**

**Federally Funded Projects.** This Project is funded in whole or in part by federal funds and subject to the following federal requirements under the terms of the funding agreement(s) between City and the federal agency or agencies providing federal funds, which are fully incorporated by this reference and made part of this Agreement. Copies of any funding agreement between City and a funding agency will be made available upon request.

**1.1 Equal Opportunity.** During the performance of this Agreement, the Consultant agrees as follows:

(A) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action will include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(B) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(C) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision will not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

(D) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the Consultant's commitments under this Section, and will post copies of the notice in conspicuous places available to employees and applicants for employment.

(E) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the United States Secretary of Labor.

(F) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the United States Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the United States Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(G) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further federal government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the United States Secretary of Labor, or as otherwise provided by law.

(H) The Consultant will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the United States Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subconsultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the City or funding agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a Subconsultant or vendor as a result of such direction by the City or funding agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

**2.1 Davis-Bacon Act.** Consultant must comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) and the requirements of 29 CFR Part 5 as may be applicable, including the provisions in 29 CFR § 5.5(a), which are attached hereto and

incorporated herein by reference. Consultant will pay wages to laborers and mechanics, not less than once a week, and at a rate not less than the current federal prevailing wages specified in the Davis-Bacon Act Wage Determination attached hereto and incorporated herein. By entering into this Agreement, Consultant accepts the attached Wage Determination. Consultant and Subconsultants must insert the requirements in 29 CFR § 5.5(a) in full into subcontracts of any tier. *<The current Davis-Bacon Act Wage Determination, which may be accessed at <https://sam.gov/content/wage-determinations>, must be printed and included with the Agreement. Additionally, the current provisions at 29 CFR § 5.5(a), which may be accessed at <https://www.ecfr.gov/current/title-29/subtitle-A/part-5/subpart-A/section-5.5>, should be printed and included with the Agreement. Refer to the applicable Notice of Funding Opportunity or other program guidance and/or contact the federal funding agency representative for additional information on how to implement this requirement and any other required contract provisions for compliance with the Davis-Bacon Act and related acts and incorporate the federal agency-specific requirements, as appropriate.>*

**3.1 Copeland “Anti-Kickback” Act.** Consultant will comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Agreement. Consultant and Subconsultants must insert this requirement into subcontracts of any tier. Consultant is responsible for compliance with these requirements by each Subconsultant of any tier.

**4.1 Contract Work Hours and Safety Standards Act.** In addition to the California state law requirements in Article 9 of the General Conditions, Consultant and each Subconsultant must comply with the requirements of the federal Contract Work Hours and Safety Standards Act (“CWHSSA”), as set forth in 40 U.S.C. §§ 3701-3708, as supplemented by the regulations set forth in 29 CFR Part 5, including 29 CFR § 5.5(b), as may be amended from time to time, which are fully incorporated herein, including:

(A) **Overtime Requirements.** No Consultant or Subconsultant contracting for any part of the Work which may require or involve the employment of laborers or mechanics will require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(B) **Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in (A), above, the Consultant and any Subconsultant responsible therefor will be liable for the unpaid wages and interest from the date of the underpayment. In addition, such Consultant and Subconsultant will be liable to the United States for liquidated damages. The liquidated damages will be computed with respect to each individual laborer or mechanic, including watchpersons and guards,

employed in violation of the clause set forth in (A) of this Section, in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by clause set forth in (A) of this Section.

(C) ***Withholding for Unpaid Wages and Liquidated Damages.***

(1) *Withhold Process.* The City may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Consultant so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the Consultant or any Subconsultant for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this Section, any other Federal contract with the same Consultant, or any other federally assisted contract subject to the CWHSSA that is held by the same Consultant (as defined in 29 CFR § 5.2). The necessary funds may be withheld from the Consultant under this Agreement, any other Federal contract with the same Consultant, or any other federally assisted contract that is subject to the CWHSSA and is held by the same Consultant, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the Consultant liability for which the funds were withheld.

(2) *Priority to Withheld Funds.* The Department of Labor has priority to funds withheld or to be withheld in accordance with 29 CFR § 5.5(a)(2)(i) or 29 CFR § 5.5(b)(3)(i), or both, over claims to those funds by: (a) a contractor's sureties, including without limitation performance bond sureties and payment bond sureties; (b) a contracting agency for its re-procurement costs; (c) a trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate; (d) a contractor's assignee(s); (e) a contractor's successor(s); or (f) a claim asserted under the Prompt Payment Act (31 U.S.C. §§ 3901–3907).

(D) ***Subcontracts.*** Consultant and Subconsultants must insert in any subcontracts the clauses set forth in this Section and a clause requiring Subconsultants to include these clauses in any lower tier subcontracts. The Consultant is responsible for compliance by any Subconsultant or lower tier Subconsultant with the clauses set forth in this Section. In the event of any violations of these clauses, the Consultant and any Subconsultant(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier Subconsultants, and associated liquidated damages and may be subject to debarment, as appropriate.

(E) ***Anti-Retaliation.*** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce,

blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- (1) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the CWHSSA or its implementing regulations in 29 CFR Part 5;
- (2) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR Part 5;
- (3) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR Part 5; or
- (4) Informing any other person about their rights under CWHSSA or 29 CFR Part 5.

(F) **CWHSSA Required Records.** To the extent that the Agreement is subject only to the CWHSSA and not to any of the other Laws referenced in 29 CFR § 5.1, Consultant and its Subconsultants must maintain regular payrolls and other basic records during the course of the Work and must preserve them for a period of three years after all the Work on the Agreement is completed for all laborers and mechanics, including guards and watchpersons, working on the Agreement. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of Work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. The records must be made available by the Consultant or Subconsultant for inspection, copying, or transcription by authorized representatives of the City and the Department of Labor, and the Consultant or Subconsultant will permit such representatives to interview workers during working hours on the job.

**5.1 Rights to Inventions.** If the federal funding for this Agreement meets the definition of "funding agreement" under 37 CFR § 401.2(a) and constitutes an agreement between the City and a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency, will apply to this Agreement and are fully incorporated into the Agreement by this reference.

**6.1 Clean Air Act.** If the Agreement is for an amount in excess of \$150,000, Consultant and each Subconsultant must comply with the requirements of the Clean Air

Act, as amended, (42 U.S.C. §§ 7401-7671q), and all applicable standards, orders, and regulations issued pursuant thereto, which are fully incorporated into the Agreement by this reference, including requirements for reporting violations to the City, federal awarding agency, and the applicable Regional Office for the Environmental Protection Agency. Consultant and Subconsultants must insert this requirement into subcontracts of any tier in excess of \$150,000.

**7.1 Federal Water Pollution Control Act.** If the Agreement is for an amount in excess of \$150,000, Consultant and each Subconsultant must comply with the requirements of the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), and all applicable standards, orders, and regulations issued pursuant thereto, which are fully incorporated into the Agreement by this reference, including requirements for reporting violations to the City, federal awarding agency, and the applicable Regional Office for the Environmental Protection Agency. Consultant and Subconsultants must insert this requirement into subcontracts of any tier in excess of \$150,000.

**8.1 Suspension and Debarment.** This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. Consultant is required to verify that none of its principals, as defined at 2 CFR § 180.995, or its affiliates, as defined at 2 CFR § 180.905, are excluded or disqualified, as defined at 2 CFR §§ 180.935 and 180.940. Consultant must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a provision requiring compliance with these regulations in any subcontract of any tier. If it is later determined that the Consultant did not comply with the applicable subparts, in addition to remedies available to City, the federal government may pursue available remedies, including, but not limited to, suspension and/or debarment. By submitting a bid and entering into this Agreement, Consultant agrees to comply with these requirements.

**9.1 Byrd Anti-Lobbying Amendment.** If the Agreement is for an amount in excess of \$100,000, Consultant must comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and file the certification provided at 44 CFR Part 18, Appendix A, and any disclosures, with the City. Each tier certifies to the tier above that it will not and has not used federal-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier will also disclose any lobbying with non-federal funds that

takes place in connection with obtaining any federal award. Such disclosures will be forwarded from tier to tier up to the recipient who in turn will forward the disclosure(s) to the federal awarding agency.

**10.1 Procurement of Recovered Materials.** The requirements of § 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 at 42 U.S.C. § 6962, apply to this Agreement and are fully incorporated into the Agreement by this reference. For individual purchases of \$10,000 or more, Consultant will make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (A) competitively within the Agreement schedule, (B) in conformance with Agreement performance requirements, or (C) at a reasonable price. Information on this requirement, including a list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines website: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

**11.1 Prohibition on Covered Telecommunications.** Federal loan or grant funds must not be obligated or expended to procure or obtain covered telecommunications equipment or services, extend or renew a contract to procure or obtain covered telecommunications equipment or services, or enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services, as further specified in 2 CFR § 200.216, which is fully incorporated into the Agreement by this reference. "Covered telecommunications equipment or services" means any of the following: telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); telecommunications or video surveillance services provided by such entities or using such equipment; or telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. The term "covered telecommunications equipment or services" also includes systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Consultant will include this provision in all subcontracts or purchase orders in connection with the Work.

**12.1 Domestic Preferences for Procurements.** The City should, to the greatest extent practicable and consistent with Laws, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as further specified in 2 CFR § 200.322, which is fully incorporated into the Agreement by this reference, including, but not limited to, iron, aluminum, steel, cement, and other manufactured products, as specified therein. The requirements of 2 CFR § 200.322 must be included in all subcontracts and purchase orders for Work or products under the federal award. *<Consult the federal funding agency representative for additional requirements pertaining to domestic preferences under the Build America, Buy America Act, if applicable, and incorporate the federal agency-specific requirements, as appropriate.>*

**13.1 Title VI Assurances.** The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. The requirements of Appendix A and Appendix E, set forth below, are terms of this Agreement and Consultant and each Subconsultant must comply with the requirements the Title VI Assurances Appendices A and E. Consultant must include the Title VI Assurances Appendices A and E in all subcontracts to perform work under the contract.

## **APPENDIX A**

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including



employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event

CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

## **APPENDIX E**

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing

entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).