

## AGREEMENT FOR CONSULTANT SERVICES

### LOS GATOS GUARDRAIL REPLACEMENT PROJECT PROJECT 18-812-0120

#### ARTICLE I INTRODUCTION

- A. This AGREEMENT is made and entered into on \_\_\_\_\_ by and between the **TOWN OF LOS GATOS**, a California municipal corporation, hereinafter referred to as, **LOCAL AGENCY** and **RUGGERI-JENSEN-AZAR**, hereinafter referred to as, **CONSULTANT**, whose address is 8055 Camino Arroyo, Gilroy, CA 95020. The CONSULTANT is incorporated in the State of California.

The Project Manager for the "CONSULTANT" will be Leo Trujillo, Senior Project Manager.

The Contract Administrator for LOCAL AGENCY will be Lisa Petersen, Assistant Public Works Director/Town Engineer.

This Agreement is made with reference to the following facts.

The LOCAL AGENCY desires to engage CONSULTANT to provide professional engineering design services for the Los Gatos Guardrail Replacement Project.

The CONSULTANT represents and affirms that it is willing to perform the desired work pursuant to this Agreement.

The CONSULTANT represents to LOCAL AGENCY that it possesses the distinct professional skills, qualifications, experience, and resources necessary and has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for CONSULTANT to practice its profession and to timely perform the services described in this Agreement. CONSULTANT acknowledges LOCAL AGENCY has relied upon these representations to retain the CONSULTANT.

CONSULTANT shall use due professional care to comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws.

CONSULTANT shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.

- B. The work to be performed under this contract is described in Article II entitled Statement of Work and the approved CONSULTANT's Cost Proposal dated **February 20, 2020**. The approved CONSULTANT's Scope of Service (Exhibit A) and Cost Proposal (Exhibit B) is attached hereto and incorporated by reference. If there is any conflict between the approved Scope of Services or Cost Proposal and this contract, this contract shall take precedence.
- C. CONSULTANT agrees to save, keep, indemnify and hold harmless and defend the LOCAL AGENCY, its officers, , employees and volunteers from all damages, claims, demands, liabilities, penalties, costs, or expenses in law or equity to the extent they are caused by a willful or negligent act, errors, or omissions of the CONSULTANT, or any of the CONSULTANT'S officers, employees, or its sub-consultant. CONSULTANT will reimburse LOCAL AGENCY for any expenditure, including reasonable and actually incurred attorney fees, incurred by LOCAL AGENCY in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of CONSULTANT.
- D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of LOCAL AGENCY. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to LOCAL AGENCY employee(s). With prior written consent, the CONSULTANT may perform some obligations under this

Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. CONSULTANT shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by CONSULTANT or is based on allegations of CONSULTANT'S negligent performance or wrongdoing.

- E. The services to be performed under this Agreement are unique and personal to the CONSULTANT. No portion of these services shall be assigned or subcontracted without the written consent of the LOCAL AGENCY.
- F. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- G. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT'S expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

## **ARTICLE II STATEMENT OF WORK**

CONSULTANT agrees to perform the services as outlined in "Exhibit A –Scope of Services" within the time frames specified therein, and "Exhibit B – Consultant's Cost Proposal" which are hereby incorporated by reference and attached.

## **ARTICLE III CONSULTANT'S REPORTS OR MEETINGS**

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT'S Project Manager shall meet with LOCAL AGENCY'S Contract Administrator, as needed, to discuss progress on the contract.

## **ARTICLE IV PERFORMANCE PERIOD**

- A. This contract shall go into effect on \_\_\_\_\_, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end at the earlier of final project construction or on 06/20/21 unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

## **ARTICLE V ALLOWABLE COSTS AND PAYMENTS**

### **TASK A**

- A. The method of payment for TASK A of this contract will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article II Statement of Work of this contract. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of

work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by LOCAL AGENCY.

- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- C. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.
- D. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Town of Los Gatos Parks and Public Works Department  
ATTN: Lisa Petersen, Assistant Public Works Director/Town Engineer  
Los Gatos Guardrail Replacement Project  
41 Miles Avenue  
Los Gatos, CA 95030

- E. The total amount payable by LOCAL AGENCY for TASK A shall not exceed **\$117,639.**

**TASK B and TASK C**

- A. The method of payment for the TASK B and TASK C shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONSULTANT for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.
- B. The specified rate to be paid for vehicle expense for CONSULTANT's field personnel shall be **\$0.58/Mile** per approved Cost Proposal. This rate shall be for a fully equipped vehicle, with radio and flashing yellow light (if needed), as specified in Article II of this contract.  
  
The specified rate to be paid for equipment shall be, as listed in "Exhibit B – Consultant's Cost Proposal" Attachment.
- C. The method of payment for TASK B and TASK C of this contract, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY approved overhead rate set forth in the approved Cost Proposal. In the event, LOCAL AGENCY determines that changed work from that specified in the approved Cost Proposal and contract is required; the actual costs reimbursable by LOCAL AGENCY may be adjusted by contract amendment to accommodate the

changed work. The maximum total cost as specified in Paragraph "J," shall not be exceeded unless authorized by contract amendment.

- D. In addition to the allowable costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of **\$0.00**. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.
- E. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- F. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- G. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- H. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- I. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Town of Los Gatos Parks and Public Works Department  
ATTN: Lisa Petersen, Assistant Public Works Director/Town Engineer  
Los Gatos Guardrail Replacement Project  
41 Miles Avenue  
Los Gatos, CA 95030

- J. The total amount payable by LOCAL AGENCY including the fixed fee for TASK B and TASK C shall not exceed **\$10,976**.
- K. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by LOCAL AGENCY's Contract Administrator.
- L. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

#### **ARTICLE VI TERMINATION**

- A. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination,

LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

#### **ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

#### **ARTICLE VIII RETENTION OF RECORDS/AUDIT**

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

#### **ARTICLE IX AUDIT REVIEW PROCEDURES**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT'S responsibility to ensure federal, state, or local government officials are allowed full access to the CPA'S work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole

discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

For contracts of \$3,500,000 or greater, the following shall apply:

- E. CONSULTANT Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.
1. During a Caltrans' review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at a provisional ICR until a FAR compliant ICR (e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines) is received and approved by A&I. Provisional rates will be as follows:
    - a. If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
    - b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
    - c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.
  2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
  3. If the CONSULTANT fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.
  4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of LOCAL GAENCY; and, (3) Caltrans has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICETO local agency no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

#### **ARTICLE X SUBCONTRACTING**

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its

subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.

- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.
- D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).

#### **ARTICLE XI EQUIPMENT PURCHASE**

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

#### **ARTICLE XII STATE PREVAILING WAGE RATES**

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

#### **ARTICLE XIII CONFLICT OF INTEREST**

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. CONSULTANT hereby represents that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. CONSULTANT hereby represents that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

#### **ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

CONSULTANT represents that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

#### **ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING**

- A. CONSULTANT represents to the best of his or her knowledge and belief that:
1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
  2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction



imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

#### **ARTICLE XVI STATEMENT OF COMPLIANCE**

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

#### **ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION**

- A. CONSULTANT's signature affixed herein, shall constitute a representation under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which represents that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a

civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.

- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

#### **ARTICLE XVIII FUNDING REQUIREMENTS**

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

#### **ARTICLE XIX CHANGE IN TERMS**

- A. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the LOCAL AGENCY and the CONSULTANT.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY'S Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by LOCAL AGENCY'S Contract Administrator.

#### **ARTICLE XX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is 12%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (**Exhibit 10-01**), or in the Consultant Contract DBE Information (**Exhibit 10-02**) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out

applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as LOCAL AGENCY deems appropriate.

- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.
- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within 30 days.

## **ARTICLE XXI CONTINGENT FEE**

CONSULTANT represents, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this contract without liability; pay only for the value of the work actually performed, or

in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

#### **ARTICLE XXII DISPUTES**

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and Public Works Director, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.
- D. In any dispute over any aspect of the Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.

#### **ARTICLE XXIII INSPECTION OF WORK**

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

#### **ARTICLE XXIV SAFETY**

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

#### **ARTICLE XXV INSURANCE**

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance in compliance with the following:

Minimum Scope of Insurance:

- i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million

dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.

- ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Consultant shall provide to the LOCAL AGENCY all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the LOCAL AGENCY before work commences.
- iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

**General Liability:**

- i. The LOCAL AGENCY, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
- ii. The Consultant's insurance coverage shall be primary insurance as respects the LOCAL AGENCY, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the LOCAL AGENCY, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the LOCAL AGENCY, its officers, officials, employees or volunteers.
- iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be, cancelled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the LOCAL AGENCY. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.

Workers' Compensation. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the LOCAL AGENCY before beginning services under this Agreement. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.

Indemnification. The Consultant shall save, keep, hold harmless and indemnify and defend the LOCAL AGENCY its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or

expenses in law or equity because of damages to property or personal injury received by a willful or negligent act or omissions of the Consultant, or any of the Consultant's officers, employees, or subconsultant.

- B. CONSULTANT agrees that the insurance herein provided for, shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, CONSULTANT agrees to provide a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

**ARTICLE XXVI OWNERSHIP OF DATA**

- A. Upon completion of all work under this contract and full payment to Consultant for the services rendered pursuant to this Agreement, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in LOCAL AGENCY; and no further agreement will be necessary to transfer ownership to LOCAL AGENCY. CONSULTANT shall furnish LOCAL AGENCY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by LOCAL AGENCY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by LOCAL AGENCY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

**ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR**

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

## **ARTICLE XXVIII CONFIDENTIALITY OF DATA**

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than LOCAL AGENCY.

## **ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

## **ARTICLE XXX EVALUATION OF CONSULTANT**

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

## **ARTICLE XXXI RETENTION OF FUNDS**

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- B. The Agency shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime consultant based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over thirty (30) days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

**ARTICLE XXXII NOTIFICATION**

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be affected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT: RUGGERI-JENSEN-AZAR  
ATTN: LEO TRUJILLO, SENIOR PROJECT MANAGER  
8055 CAMINO ARROYO  
GILROY, CA 95020

LOCAL AGENCY: PARKS AND PUBLIC WORKS DEPARTMENT  
ATTN: LISA PETERSEN, ASSISTANT PUBLIC WORKS DIRECTOR/TOWN ENGINEER  
41 MILES AVENUE  
LOS GATOS, CA 95030

**ARTICLE XXXIII CONTRACT**

The two parties to this contract, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.



**ARTICLE XXXIV SIGNATURES**

Recommended by Department Head:

\_\_\_\_\_

IN WITNESS WHEREOF, THE LOCAL AGENCY AND CONSULTANT HAVE EXECUTED THIS AGREEMENT.

**TOWN OF LOS GATOS** by:

\_\_\_\_\_

Laurel Prevetti, Town Manager

**CONSULTANT** by:

\_\_\_\_\_

Signature

\_\_\_\_\_

Printed Name and Title

**Approved as to Form:**

\_\_\_\_\_

Robert Schultz, Town Attorney

**Attest:**

\_\_\_\_\_

Shelley Neis, CMC, Town Clerk

February 20, 2020

Lisa Petersen  
Assistant Public Works Director/Town Engineer  
Town of Los Gatos-Parks and Public Works Department  
41 Miles Avenue  
Los Gatos, CA 95030

**RE: Revised Scope of Services for Los Gatos Guardrail Replacement Project**

Dear Ms. Petersen:

Ruggeri-Jensen-Azar (RJA) is pleased to provide professional engineering services for guardrail replacement improvements at several different locations throughout the Town of Los Gatos. The original proposal and scope of work for this project (dated December 17, 2019) was submitted to the Town on December 18, 2019. Since then, RJA has coordinated with Town staff through several phone conversations, as well as one project scoping meeting on January 16, 2020. During this coordination, Town staff has decided to implement a much simpler approach to the design aspect of replacing the guardrails. This revised scope of work and fee estimate reflects our understanding and assumptions based on the new direction from Town staff, and they supersede RJA's previously proposed scope of work and fee estimate. The project understanding, assumptions, and specific services to be provided are described in Exhibit A of this proposal. The proposed fee estimate is included in Exhibit B.

RJA will retain sub-consultant services from Hunting Environmental (for environmental engineering) and ActiveWayz Engineering (for QA/QC). Both of these consultants are DBE firms, and their assistance on this project will fulfill the project's DBE requirement. Terms of this agreement will be as set forth in the Town's "Agreement for Consultant Services" contract. Hourly rates will adhere to the previously completed 10-H2 form. We appreciate having the opportunity to assist you with this project, and we look forward to providing you with excellent service. If you need additional information, please contact me at your convenience.

Respectfully Submitted,

Ruggeri-Jensen-Azar



Leo Trujillo, PE, TE  
Sr. Project Manager  
T 408-848-0300 | LTrujillo@RJA-GPS.com

**EXHIBIT A  
SCOPE OF SERVICES  
For  
LOS GATOS GUARDRAIL REPLACEMENT PROJECT  
TOWN OF LOS GATOS**

RJA JOB NUMBER: Proposal  
TYPE OF WORK: Civil & Traffic Engineering Services  
CLIENT: Town of Los Gatos

**BACKGROUND:**

The Town of Los Gatos (TLG) has secured federal funding for design and construction of guardrail repairs at several locations and published an RFP soliciting proposals for guardrail design. The RFP identified a broad range of services that could be incorporated into responses but was purposely vague on what the specific scope of work was to entail. We understand that this was to allow creativity and flexibility on the part of the design firms responding to the RFP, and provide the Town with a “buffet” of services to select from. RJA studied the RFP guidelines and prepared a comprehensive scope of work that covered the full range of services identified in the RFP. This scope was presented in our proposal dated December 17, 2019 and included allowances for road widening, earthwork, and retaining walls in addition to guardrail repair. This scope was comprehensive in that it incorporated the very latest design criteria that have yet to be adopted by most local agencies and had an associated fee well over the Town’s budget. On January 16th, RJA and Town staff met to discuss scope modifications needed to bring design fees and budgets into alignment. At this meeting the Town stated the following project goals and design guidelines should be incorporated into the scope of services:

1. Repair wooden guardrails identified in the federal grant;
2. Employ creativity and engineering knowledge to incorporate current Town Standards, to the maximum extent possible, in the new guardrail design. “To the maximum extent possible” was further clarified to preclude construction of new retaining walls or placement of earthwork embankments to create wider roadbeds as may be necessary to achieve full compliance with Town standards.
3. In situations where strict compliance to Town Standards is not possible, the standards will be modified to meet the intent of the standard. For example, when the dimension between a guardrail post and the slope hinge point cannot be met, the post length and possibly other post dimensions shall be increased based on engineering knowledge.
4. The Town Standards will serve as the basis of design. Other standards, such as MASH and the latest Caltrans standards do not apply to this project.

We have modified our original proposal based on these goals and guidelines. This proposal now fully supersedes our December 17, 2019 submittal. The following assumptions and understanding further clarify how we interpret the general guidelines outlined above.

**ASSUMPTIONS & UNDERSTANDING:**

- The project is funded with HSIP Federal dollars. As such, some federal processes will apply. There has been some misunderstanding on which federal processes will apply. We understand that since the project is not on the federal highway system, local design standards will apply. Caltrans will process environmental review and distribution of HSIP funds, and federal processes will be adhered to for all elements Caltrans oversees. This includes consultant selection as well as bid processes and contract administration. We understand that the other than some assistance with environmental review, the Town will take the lead in processing Caltrans approvals and providing federally compatible front-end specifications
- The project will replace approximately 2,500 lineal feet of guardrail at nine locations along seven roadways within the Town.
- Given that roadbed widening is not included in the design scope, new guardrails will be placed along the existing guardrail alignment.
- The Town has adopted the 2010 Caltrans standards. This will serve as the basis of design. We will work with the Town during design to explore whether elements of current Caltrans standards should be incorporated into the design. Regardless of the base standard selected, modifications will be made as needed to accommodate the guideline that the roadbed will not be altered.
- The guardrail on Reservoir Road uses I-beams of the adjacent retaining wall as posts. In this location we anticipate reconstructing the railing to new standards and reattaching it to the existing wall. Should the existing railing satisfy height standards, this location may be eliminated from the scope of work.
- Based on the items listed above, our Team will make every effort to meet Town standards and requirements to the maximum extent practical. There is a strong possibility, however, that it will not be possible to attain strict compliance with the standards. We will identify points on non-compliance and present alternative solutions to the Town for discussion. The Town will determine the acceptability of deviations from the adopted standards.
- Post and block dimensions and post embedment depths will be adjusted in locations where roadbed geometry precludes strict compliance with Town standards. We will research other commonly accepted sources to determine if standards exist that cover project conditions. Should structural calculations be required to design site specific details, these would be performed as an additional service.
- The Town will provide high-resolution aerial images and topographic maps with two-foot contours and one-foot horizontal and vertical accuracy. Right-of-Way (ROW) and easement lines will also be provided in the same files. This information will be provided for all project locations. No additional survey work is required from Consultant.
  - It is assumed that the topographic information provided by the Town will also be acceptable to the Town for Consultant to use for final PS&E preparation.
  - Consultant will provide simple field measurements with a measuring wheel and/or measuring tape to record features such as; guardrail height, distance from edge of pavement to rail face, approximate average distance from edge of pavement to hinge point, distance from edge of pavement to existing trees (within 8 feet from the edge of pavement), rail post and block dimensions, and other pertinent features.
  - Should the Town require additional topo surveying information on the design plans, additional scope and fee will be required from the Town.
- The RFP requirement that the Consultant assist the Town in preparation of the Request for Authorization for Construction to Caltrans no longer applies. The items encompassed with this task include PS&E checklist, PS&E certification, ROW certification, and Utility Certification. According to the Town's responses to

questions, the Town will now be responsible for preparing and submitting to Caltrans the necessary LAPM forms for the Request for Authorization (E-76). Consultant will only be responsible to provide the necessary construction documents (i.e. PS&E).

- According to the Town's responses to questions, the Town does not anticipate any utility relocations will be necessary for this project. Therefore, no utility relocation design is included in our scope of work. If it is discovered during the design process that utility relocation is necessary, a contract amendment will be necessary for the additional scope and fee to cover this work.
- For utility mapping, our Team will contact the local utility companies and request records of the utilities in the project segments. The information provided by the utility companies will then be transferred to our design plans and show them as approximate locations, based on as-built information only.
- Pot-holing for underground utility identification is not required and is not included in our scope of work. The project specifications will state that it shall be the Contractor's responsibility to pot-hole and confirm location of any underground utilities prior to / during construction.
- Our Team has reviewed the project from an environmental perspective. Given that we expect to install new guardrail systems at the same location as the existing guardrails, it is anticipated that the project would qualify to be categorically exempt from the requirements to prepare environmental documents under CEQA per CEQA Guidelines Section 15301(c) – Existing Facilities. Therefore, our Team will prepare a Notice of Exemption (NOE) for the project as well as the County's required CEQA Document Declaration Cover Sheet.
- According to the Preliminary Environmental Study (PES) prepared for the project, four technical studies would be required for the NEPA document: Traffic Technical Memo; Air Quality; Water Quality Technical Memo; & Floodplain Forms. Once Caltrans accepts these studies, our Team will prepare the Categorical Exclusion (CE), which will complete the NEPA review process.
- If additional memos are required for the NEPA documentation or the project is considered to not be categorically exempt by the Town or Caltrans, a contract amendment will be necessary to cover the necessary environmental compliance requirements as requested by the Town and/or Caltrans.
- As directed from Town staff, a geotechnical investigation will not be required, as no significant grading will be implemented and no structural calculations will be required.
- As directed from Town staff, it will be the Contractor's responsibility to prepare traffic control plans and get Town approval prior to start of work. Our Team will include the necessary text in the technical specifications document to make this requirement clear. At the City's request, the preparation of traffic control plans can be added as part of a contract amendment.
- The site will disturb less than one acre of land and will not require preparation of a SWPPP. However, an Erosion Control Plan sheet will be provided to identify recommended Erosion Control measures.
- Town staff has provided Consultant with a sample set of plans and specifications for a guardrail replacement project that was completed in 2014. Town staff have directed that the project plans and specifications for this project contain similar level of effort and information as contained in the 2014 improvement plans provided by the Town. A few details and cross-sections showing certain design elements which deviate from Town standards will be added to the plans.

**SCOPE OF SERVICES:**

**TASK A – DESIGN SERVICES**

**Task A.1 – Project Management**

A.1.1 General Project Management & Coordination

This task encompasses general project management, administrative and reporting activities, coordination with the project team and Town staff, and budget management. RJA's Project Manager will perform the management activities that include coordination with the RJA Team (i.e., in-house staff and subconsultants), coordination with Town staff, assisting in coordination with Caltrans, ensuring QA/QC, and tracking the schedule and budget. Following are specific tasks:

- Provide Quality Control / Quality Assurance
  - Provide independent checks of material being reviewed and developed for the contract documents.
  - Independent checking includes check, back-check and verification of all deliverables.
  - Project Manager will supervise staff and sub-consultants and perform Quality Control of all deliverables.
- Coordinate with Town staff and other project team members and participate in conference calls as necessary to discuss action items, design elements, and status of project.
- As mentioned in the assumptions and understanding section, Town staff will be responsible for preparing the relevant forms and submitting the packages to Caltrans for review. Our Team will assist the Town by providing material related to the PS&E package, as described below.

A.1.2 Project Meetings

As part of the project coordination, it is expected that several project meetings and conference calls will be held at key stages of the project. For example, meetings might be held with Town staff to make decisions on the proposed modifications to the standard guardrail improvements. Meetings may also be held with Town staff when issues arise that require collaborative input to arrive at a solution. Upon receiving approval for the project, RJA will start the project with a kick-off meeting with Town staff and any other project stakeholders to clarify the Town's intent for the project, discuss the more challenging project segments, and to focus on the more critical items and locations first. Any known issues and constraints will also be discussed and taken into consideration for the preparation of the improvement plans. A total of three (3) project meetings (including the kickoff meeting) are budgeted for this project. RJA will prepare agendas and minutes for the meetings.

**Task A.1 Deliverables:**

- Monthly Progress Reports
- Project Schedule
- Meeting Agenda & Minutes
- Action Item Logs

## **Task A.2 – Preliminary Engineering**

### A.2.1 Document Search & Review

The RJA Team will perform a search and review of currently available documents. This includes as-built plans for the existing guardrails and retaining walls, topographic survey CAD files, preliminary environmental study form, and other relevant documents. The as-built plans will be used to help assess the condition of the existing guardrails (i.e. whether existing guardrails can be repaired/ upgraded and/or if any posts can be reused). The preliminary environmental study form will be used as a guide to prepare the necessary technical reports to complete the CEQA and NEPA process.

Our Team will also review the Town’s Standard Specifications and Details for Construction. Originally the Town stated that the design shall adhere to 2010 Caltrans Standard Plans & Specifications, but the most current version is the 2018 Standard Plans & Specifications. Consultation with Town staff will be undertaken to decide what version should be used.

### A.2.2 Project Site Visit

The RJA Team will also conduct a site visit to review and assess the existing conditions of the nine project sites along the seven roadways. During the site visit, the following features will be reviewed and recorded:

- Overall guardrail appearance (deformities, structural damage, etc.)
- General hinge point location with respect to guardrail location
- Shoulder backing erosion causing guardrail posts to shift/slip
- Guardrail height
- Rail post and block dimensions
- Guardrail end-treatments
- Guardrail connection to retaining wall
- Above-ground and overhead utility facilities that are visible within the project limits

### A.2.3 Preliminary Layout Design

Based on the data collected during the site visit and the evaluation of the condition of the existing guardrails, our Team will develop a preliminary layout design of the guardrail improvements. An order of magnitude opinion of probable cost will also be prepared. The preliminary material will be submitted to the Town for review and comment. A project meeting with Town staff and the Water District is expected at this stage of the project to discuss critical items and the overall improvements.

#### **Task A.2 Deliverables:**

- Field data documentation and pictures
- Recommendation regarding existing guardrail attached to retaining wall on Reservoir Road
- Location of utilities within project area per simple field measurements (this will be supplemented once coordination with the local utility companies is established and record utility data is obtained from them)
- Determination if any guardrail conditions and if any posts can be reused
- Summary of existing conditions highlighting any special/potential conditions that may affect the

- final design
- Preliminary design and order of magnitude opinion of probable cost

### **Task A.3 – Environmental Studies and Documentation**

#### A.3.1 CEQA

It is assumed that the project will be categorically exempt from the requirement to prepare environmental documents under CEQA per CEQA Guidelines Section 15301(c) - Existing Facilities. Our Team will prepare a Notice of Exemption (NOE) for the project as well as the County's required CEQA Document Declaration Cover Sheet. These documents will be submitted electronically to the Town for signature and posting at the Santa Clara County Clerk's Office.

#### A.3.2 NEPA

According to the Preliminary Environmental Study (PES) prepared for the project, four technical studies would be required for the NEPA document. These include the following:

1. Traffic Technical Memo - Caltrans requests "traffic control during construction, construction hours." Our Team will prepare a brief technical memo outlining the traffic control measures and construction hour limitations to be implemented.
2. Air Quality - Caltrans requests "PM<sub>2.5</sub> e-mail." Our Team will use the California Emissions Estimator Model (CalEEMod) computer model to calculate the project's construction emissions and prepare a brief technical memo summarizing the results.
3. Water Quality Technical Memo - Caltrans requests "BMPs during construction." Our Team will prepare of a brief technical memo describing the water quality BMPs to be implemented during project construction.
4. Floodplain Forms – Our Team will complete the Caltrans' standard Location Hydraulic Study and Summary Floodplain Encroachment Report forms.

Our Team will prepare a complete package of the above described technical studies and a summary of required mitigation measures for the Town's electronic submittal to the Caltrans SER or designee. Once Caltrans has accepted the studies, its staff will prepare the Categorical Exclusion (CE) completing the NEPA review process.

Task A.3 Deliverables:

- Four (4) Technical studies and reports for CEQA and NEPA compliance for the Town's electronic submittal

### **Task A.4 – Base Map Formatting**

#### A.4.1 Topographic Survey CAD Files



Upon receipt from Town staff of the CAD files for the available topographic survey data for all project locations, RJA will review the topo and ROW base map and format it accordingly to match our CAD style and plot files. The formatted base map will then be used to prepare the design plans.

Task A.4 Deliverables:

- Re-formatted Base Map

## **Task A.5 – Utility Coordination**

### A.5.1 Utility Coordination

Our team will coordinate with local utility companies (e.g., power, gas, water, telephone, cable, fiber optics, sanitary, storm drain, etc.) to obtain pertinent utility information within the project site. The identification of underground utilities on our plans will be based on information provided by the local serving utility companies.

### A.5.2 Base Map Update

The utility information provided by the serving utility companies will be incorporated into the existing conditions base map. As previously stated, no utility relocations are anticipated. Therefore, this scope of work excludes any utility relocation design or coordination.

Task A.5 Deliverables:

- Copies of request letters to utility companies
- Updated base map

## **Task A.6 – Right of Way Certification**

### A.6.1 ROW Certification Coordination

As previously stated, according to the Town’s responses to questions, the Town will be responsible for preparing and submitting to Caltrans the necessary LAPM forms for the Request for Authorization (E-76), including the ROW certification. Our Team will only be responsible to provide the necessary construction documents (i.e. PS&E) to Town staff. The project plans will clearly show the Town ROW, as well as the limits of the proposed improvements.

Task A.6 Deliverables:

- Copies of project plans clearly showing limits of work and Town ROW

## **Task A.7 – Final Design**

### A.7.1 35% PS&E

Consultant will prepare a layout of the preliminary guardrail improvements at the project locations. A 35%-level specifications document and opinion of probable cost will also be prepared. The design features for this project will be based on the explanation included in the “Assumptions and Understanding” section of

this proposal. The following plan sheets will be provided for the project improvements:

- Title Sheet
- Existing Conditions / Demolition Plan
- Guardrail Layout Plans
- Sections & Details
- Erosion Control Plans (to be done at 65% submittal)

The 35% package will be submitted to the Town for initial review and comment.

#### A.7.2 65% PS&E

Upon receipt of Town comments from the previous submittal, our Team will update the improvement plans, make all appropriate revisions, and prepare a set of 65% Plans, Specifications, and Estimate. The 65% documents will include construction drawings for the guardrail improvements, as well as the technical specifications/special provisions document. Coordination with Town staff will be maintained throughout the preparation of the 65% documents. The opinion of probable construction cost document will also be updated accordingly. The 65% documents will be submitted to the Town for review and comment.

#### A.7.3 95% PS&E

Upon receipt of Town comments from the previous submittal, our Team will update the improvement plans, make all appropriate revisions, and prepare a set of 95% Plans, Specifications, and Estimate. The 95% documents will include construction drawings, as well as the technical specifications/special provisions document and engineer's estimate of probable construction cost. Coordination with Town staff will be maintained throughout the preparation of the 95% documents. The 95% documents will be submitted to the Town for review and comment.

#### A.7.4 Final PS&E

Following the Town's review of the 95% documents, our Team will update the construction documents accordingly and prepare a final set PS&E. All final PS&E documents will be stamped and signed by RJA's Project Manager or the appropriate subconsultant engineer. The Final documents will be submitted to the Town for construction use.

#### Task A.7 Deliverables:

- 35% Submittal, 65% Submittal, & 95% Submittal
  - 5 hard copy sets of D-size (24"x36") plans
  - 3 hard copy sets of B-size (11"x17") plans
  - 5 hard copies of the technical specifications & special provisions document
  - 5 hard copies of the engineer's estimate of probable cost
  - Electronic PDF of all project documents
- Final Submittal
  - 1 hard copy signed mylar set of D-size (24"x36") plans
  - 1 hard copy signed technical specifications & special provisions document

- 1 hard copy signed of the engineer’s estimate of probable cost
- Electronic PDF of all project documents
- Project Plans in Auto CAD format
- Technical specifications in Word format
- Engineer’s estimate of probable cost in Excel format

## **Task A.8 – Coordination with the Water District**

### A.8.1 Water District Coordination

The RJA Team will coordinate with the Water District with regards to the short segment of guardrail along Miles Avenue on the western side of Los Gatos Creek, since the guardrail is located within the Water District’s ROW. Our Team will prepare the necessary permit forms on behalf of the Town to obtain approval from the Water District. The Town will be responsible for any and all charges associated with the permit process.

Task A.8 Deliverables:

- Completed Water District permit forms

## **Task A.9 – Construction Phase Authorization**

### A.9.1 Request for Authorization Coordination

As previously stated, according to the Town’s responses to questions, the Town will be responsible for preparing and submitting to Caltrans the necessary LAPM forms for the Request for Authorization (E-76). Our Team will only be responsible to provide the necessary construction documents (i.e. PS&E) to Town staff. The project plans will clearly show the Town ROW, as well as the limits of the proposed improvements.

Task A.9 Deliverables:

- Copies of project plans clearly showing limits of work and Town ROW

## **TASK B – BID SUPPORT SERVICES**

### **Task B.1 – Bid Services**

Our Team will provide services requested by the Town during the bidding phase of this project. Our services may include the following:

- Respond to questions and RFI’s during bidding
- Prepare addendums (with explanation of implications to the project’s construction cost estimate)
- Conformed Contract Document (incorporating any addenda into the final contract documents)

To cover this task, we have allocated a relatively small budget to reflect the anticipated small amount of effort. Labor in excess of this will be considered “additional services”/”extra work” and be billed on a time and expense basis per the agreed upon rate schedule.

Task B.1 Deliverables:

- 1 hard copy signed mylar set of D-size (24"x36") conformed plans
- 1 hard copy signed technical specifications & special provisions document
- 1 hard copy signed of the engineer's opinion of probable cost
- Electronic PDF of all project documents
- Project Plans in Auto CAD format
- Technical specifications in Word format
- Engineer's opinion of probable cost in Excel format

## **TASK C – CONSTRUCTION SUPPORT SERVICES**

### **Task C.1 – Construction Support Services**

Our Team will provide services requested by the Town during the construction phase of this project. Our services may include the following;

- Review of equipment/material submittals for compliance with the Contract Documents
- Review and respond to RFI's, request for change orders, & quotes from Contractor
- Review of Contract Change Orders
- Review and tracking of results from materials testing for conformance to the Contract Documents
- Field review and geotechnical monitoring
- Prepare design modifications if necessary due to unforeseen conditions
- Conduct supplemental reports and services as needed

The list above contains several items that are difficult to predict and budget, especially the last three bullets. We are assuming that the amount of services necessary for this task will be relatively moderate, and therefore we have allocated a moderate budget to cover the amount of services expected for these items. Labor in excess of this will be considered "additional services"/"extra work" and be billed on a time and expense basis per the agreed upon rate schedule.

Task C.1 Deliverables:

- Responses / approvals of equipment/material submittals
- Response to RFI's and Change Orders
- Materials testing tracking documentation
- Design modifications (if necessary)
- Supplemental reports (if necessary)

## **REIMBURSABLE/ADDITIONAL SERVICES/EXCLUSIONS**

The services to be provided are those detailed in this Scope of Services (Exhibit A). All items not expressly described in this Scope of Services shall be deemed "additional services"/"extra work" and compensation shall be on a time and expense basis per the attached Rate and Expense Schedule. The following items are specifically excluded from this Scope of Work:

### **A. Exclusions**

1. Collection of any traffic data
2. Collection of topographic survey
3. Aerial photograph base map or aerial topographic survey
4. Preparation of any traffic control plans
5. Any environmental investigations and/or technical studies in addition to what is specified in this proposal
6. Any soils investigations and/or reports
7. Any structural calculations or plans for adjustments to guardrail standards
8. Design of any new retaining walls or retaining wall modifications
9. Potholing of existing underground facilities/utilities and any field survey measurements
10. Preparation of any pavement analysis
11. Calculation for pavement structural sections
12. Design of any slope re-grading
13. Preparation of any design elements other than those specifically mentioned in this scope of services
14. Design of any utility relocations
15. Site visits in addition to what is specifically included in this proposal
16. Meetings in addition to what is specifically included in this proposal
17. Inspection services
18. Construction staking
19. Survey services related to field measurements, utility/improvement locations, and filing of any corner record if any monumentation is disturbed or destroyed. If such is necessary per State Law, additional services and compensation will be required.

## MISCELLANEOUS PROVISIONS

### A. Opinion of Probable Construction Costs/Representative Cost Study/Order of Magnitude Cost Study

The Consultant's opinion of probable construction costs (OPC), representative cost study (RCS), and/or order of magnitude cost study (OMC), if rendered as a service under this agreement, is an opinion based on assumed unit costs, historical information for similar work performed in the general project area (if available), and approximate quantities of civil related improvements, and therefore is of a conditional character. The OPC, RCS, and/or OMC is not being prepared by a professional estimator. Consultant cannot guarantee the actual cost of work to be performed by others due to items such as the market or bidding conditions at the time of bidding, changes in the scope, changes to items of work, quantity changes to the Project may affect said costs, and/or contractor means and methods, profit margins, etc. The OPC, RCS, and/or OMC is provided for the purpose stated in the scope of services, only, and it is the responsibility of the Client to confirm all unit prices, market conditions, contractor's means and methods, and other factors that may affect the project costs.

### B. Record of Surveys

Pursuant to "The State of California Professional Land Surveyors Act" (Government Code Section 8762 - January 1, 2007), if after performing the boundary survey for the project, any material discrepancies in the boundary information and existing monumentation are found, the resolved boundary information will be depicted on the final map for the project and the corresponding boundary monumentation will be set. Should the Client decide not to pursue a final map for the project, a "Record of Survey" will be prepared by RJA and recorded by the Client. Additionally, all required boundary monumentation will be set according to the Record of Survey. If a Record of Survey is required, Client agrees to compensate RJA on a Time and Expense (T&E) basis per the attached Rate and Expense Schedule for all costs associated with the preparation of the boundary survey and boundary monumentation.

### C. Schedule

The Client and Consultant are aware that many factors outside the Consultant's control may affect the Consultant's ability to complete the services to be provided under this Agreement. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices.

### D. Notice of Licensure

As of the date of this Agreement, RJA's Gilroy office employs the following individuals licensed by the State of California (RCE unless otherwise noted): Arminta J. Jensen, #42321; James W. Schul, #49688; Leopoldo Trujillo, #63950; Paul C. Patton, #66271; Jamie L. Platz, #67490; Luis Santiago-Sotelo, #79665; William E. Link, #85625; Bryan D. Pierce, P.L.S. #8859; Arminta J. Jensen, P.L.S. #9311; Drexyl Ekparian, P.L.S. #9362; Lawrence Roy, P.L.A. #6243; Leopoldo Trujillo, TR #2458.

### E. Site Visits and Construction Support

If included in this Scope of Services, Site Visits and/or Construction Support are only for visual observation of construction to permit the Consultant, as an experienced and qualified professional, to answer field questions from Client and aid in expressing intent of documents prepared by Consultant. In making such visits or providing support, the Consultant makes no guarantees for, and shall have no authority or control over, the Contractor's



performance or failure to perform the Work in accordance with the Contract Documents. The Consultant shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor or for the Contractor's safety precautions and programs nor for failure by the Contractor to comply with any laws or regulations relating to the performance or furnishing of the Work by the Contractor.

**F. Electronic Media**

If Client requires a copy of RJA's horizontal layout and/or control data in electronic media form (electronic media) for use by them and their consultants/contractors (Client and Client Users), the Client and Client Users will comply with the State Business and Professions Code Chapters 7 and 15, Professional Engineers Act and Professional Land Surveyors Act, respectively; any such use governed by these codes will be performed by, or under the responsible charge of a qualified/licensed individual as set forth and defined therein. In addition, Client and Client Users are responsible to confirm the accuracy by checking the media against the accompanying hard copy ("hardcopy") of the electronic media. If there is a discrepancy, the data on the hardcopy information governs. Client and Client Users hereby assume full responsibility for comparing the electronic media information to the hardcopy information and agrees to notify RJA in writing of any observed discrepancies. Client and Client and hereby agrees to assume any and all responsibility from any results obtained in use of this electronic media, as RJA makes no representation as to the accuracy of the electronic media information.

**HOURLY RATES AND EXPENSE WILL ADHERE TO THE PREVIOUSLY SUBMITTED 10-H2 FORM.**

Note: Mark-ups are Not Allowed

Prime Consultant     Subconsultant     2nd Tier Subconsultant

Consultant: **Ruggeri Jensen Azar**

Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_ Date **2/13/2020**

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Arminta Jensen, PE, PLS*	4	\$ 123.00	\$ 492.00
Sr. Project Manager	Leo Trujillo, PE, TE*	238	\$ 83.00	\$ 19,754.00
Project Manager	Luis Santiago, PE, QSD*	14	\$ 60.76	\$ 850.64
Sr. Engineer	Jamie Platz, PE, QSD	26	\$ 50.41	\$ 1,310.66
Project Engineer	Erik Trujillo, EIT	260	\$ 41.17	\$ 10,704.20
Sr. Surveyor	Bryan Pierce, LS	0	\$ 55.75	\$ -
Survey Manager	Jeff Vest, LSIT**	0	\$ 45.03	\$ -
Surveyor	Gilbert Escobedo**	0	\$ 45.03	\$ -
Surveyor	Mike Sutherland**	0	\$ 45.03	\$ -

**LABOR COSTS**

a) Subtotal Direct Labor Costs	\$ 33,111.50
b) Anticipated Salary Increases (see page 2 for calculation)	\$ 496.67
<b>c) TOTAL DIRECT LABOR COSTS [(a) + (b)]</b>	<b>\$ 33,608.17</b>

**INDIRECT COSTS**

d) Fringe Benefits (Rate: 42.00% )	e) Total Fringe Benefits [(c) x (d)]	14115.43
f) Overhead & G&A (Rate: 0.00% ) included	g) Overhead [(c) x (f)]	0.00
h) General & Admin (Rate: 129.00% )	i) Gen & Admin [(c) x (h)]	43354.54
j) <b>TOTAL INDIRECT COSTS [(e) + (g) + (i)]</b>		<b>\$ 57,469.97</b>

<b>FIXED FEE</b> 10.00%	k) <b>TOTAL FIXED FEE [(c) + (j)] x fixed fee:</b>	<b>\$ 9,107.81</b>
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**I) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	400.00	Miles	\$ 0.580	\$ 232.00
Bond Plan Sheets (24"x36")	330.00	Sheets	\$ 1.50	\$ 495.00
Bond Plan Sheets (11"x17")	330.00	Sheets	\$ 0.50	\$ 165.00
Mylar Plan Sheets (24"x36")	22.00	Sheets	\$ 10.00	\$ 220.00
Report / Specifications Copies	1500.00	Pages	\$ 0.15	\$ 225.00
Currier	5.00	Delivery	\$ 50.00	\$ 250.00
				\$ -
				\$ -
				\$ -
<b>I) TOTAL OTHER DIRECT COSTS</b>				<b>\$ 1,587.00</b>

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

<b>Subconsultant 1:</b> Hunting Environmental	\$ 3,978.00
<b>Subconsultant 2:</b> ActiveWayz Engineering	\$ 11,888.00
<b>Subconsultant 3:</b>	
<b>Subconsultant 4:</b>	\$ -
<b>m) TOTAL SUBCONSULTANTS' COSTS</b>	<b>\$ 15,866.00</b>

**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$ 17,453.00

**TOTAL COST [(c) + (j) + (k) + (n)]** \$ **117,638.96**

**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.



## CALCUATIONS FOR ANTICIPATED SALARY INCREASES

Consultant **Ruggeri Jensen Azar**

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

Date 2/13/2020

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

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$ 33,111.50	542	=	\$ 61.09	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	\$ 61.09	+	3%	=	\$ 62.92	Year 2 Avg Hourly Rate
Year 2	\$ 62.92	+	3%	=	\$ 64.81	Year 3 Avg Hourly Rate
Year 3	\$ 64.81	+	3%	=	\$ 66.76	Year 4 Avg Hourly Rate
Year 4	\$ 66.76	+	3%	=	\$ 68.76	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	50.00%	*	542.0	=	271.0	Estimated Hours Year 1
Year 2	50.00%	*	542.0	=	271.0	Estimated Hours Year 2
Year 3	0.00%	*	542.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	542.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	542.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	542.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 61.09	*	271	=	\$ 16,555.75	Estimated Hours Year 1
Year 2	\$ 62.92	*	271	=	\$ 17,052.42	Estimated Hours Year 2
Year 3	\$ 64.81	*	0	=	\$ -	Estimated Hours Year 3
Year 4	\$ 66.76	*	0	=	\$ -	Estimated Hours Year 4
Year 5		*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 33,608.17	
Direct Labor Subtotal before Escalation				=	\$ 33,111.50	
Estimated total of Direct Labor Salary Increase				=	\$ <b>496.67</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 provided.

**Certification of Direct Costs:**

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

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

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

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

**Prime Consultant or Subconsultant Certifying:**

Name: Ruggeri Jensen Azar *by: Arniata J. Jensen* Title: Chief Financial Officer

Signature:  Date of Certification: 2/13/2020

Email: Ajensen@ria-gps.com Phone number: 408-848-0300

Address: 8055 Camino Arroyo, Gilroy, CA 95020

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

List services the consultant is providing under the proposed contract:

Engineering services to provide design of guardrail replacement improvements at various locations within the Town of Los Gatos. The work includes general civil, traffic, and environmental engineering services.

Note: Mark-ups are Not Allowed

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Consultant: **ActiveWayz Engineering, Inc.**

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

Date **2/6/2020**

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	Admas Zewdie	67.00	\$ 75.00	\$ 5,025.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

**LABOR COSTS**

a) Subtotal Direct Labor Costs	\$ 5,025.00
b) Anticipated Salary Increases (see page 2 for calculation)	\$ 121.50
<b>c) TOTAL DIRECT LABOR COSTS [(a) + (b)]</b>	<b>\$ 5,146.50</b>

**INDIRECT COSTS**

d) Fringe Benefits (Rate: 0.00% )	e) Total Fringe Benefits [(c) x (d)]	0.00
f) Overhead & G&A (Rate: 110.00% ) included	g) Overhead [(c) x (f)]	5661.15
h) General & Admin (Rate: 0.00% )	i) Gen & Admin [(c) x (h)]	0.00
	<b>j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]</b>	<b>\$ 5,661.15</b>

<b>FIXED FEE</b> 10.00%	<b>k) TOTAL FIXED FEE [(c) + (j)] x fixed fee:</b>	<b>\$ 1,080.77</b>
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**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)**

<b>Subconsultant 1:</b>	_____	
<b>Subconsultant 2:</b>	_____	\$ -
<b>Subconsultant 3:</b>	_____	\$ -
<b>Subconsultant 4:</b>	_____	\$ -

**m) TOTAL SUBCONSULTANTS' COSTS \$ -**

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

**TOTAL COST [(c) + (j) + (k) + (n)] \$ 11,888.43**

**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.

## CALCUATIONS FOR ANTICIPATED SALARY INCREASES

Consultant **ActiveWayz Engineering, Inc.**

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

Date **2/6/2020**

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

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$ 5,025.00	67	=	\$ 75.00	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate	+	Proposed Escalation	=	
Year 1	\$ 75.00	+	3%	=	\$ 77.25 Year 2 Avg Hourly Rate
Year 2	\$ 77.25	+	3%	=	\$ 79.57 Year 3 Avg Hourly Rate
Year 3	\$ 79.57	+	3%	=	\$ 81.95 Year 4 Avg Hourly Rate
Year 4	\$ 81.95	+	3%	=	\$ 84.41 Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year	*	Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	40.00%	*	67.0	=	26.8	Estimated Hours Year 1
Year 2	40.00%	*	67.0	=	26.8	Estimated Hours Year 2
Year 3	20.00%	*	67.0	=	13.4	Estimated Hours Year 3
Year 4	0.00%	*	67.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	67.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	67.0	

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

	Avg Hourly Rate (calculated above)	*	Estimated hours (calculated above)	=	Cost per Year	
Year 1	\$ 75.00	*	27	=	\$ 2,010.00	Estimated Hours Year 1
Year 2	\$ 77.25	*	27	=	\$ 2,070.30	Estimated Hours Year 2
Year 3	\$ 79.57	*	13	=	\$ 1,066.20	Estimated Hours Year 3
Year 4	\$ 81.95	*	0	=	\$ -	Estimated Hours Year 4
Year 5		*	0	=	\$ -	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$ 5,146.50	
	Direct Labor Subtotal before Escalation			=	\$ 5,025.00	
	Estimated total of Direct Labor Salary Increase			=	\$ 121.50	Transfer to Page 1

#### NOTES:

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

**Certification of Direct Costs:**

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

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

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

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

**Prime Consultant or Subconsultant Certifying:**

Name: Admas Zewdie Title \*: Principal

Signature:  Date of Certification: February 6, 2020

Email: admas@activewayz.engineering Phone number: 510-989-2420/408-219-5678

Address: 7901 Oakport Street, Ste 4225, Oakland, CA 94621

\* 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:

Project Management, Constructability Review

Note: Mark-ups are Not Allowed

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Consultant: Hunting Environmental, LLC

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

Date 2/6/2020

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	Joyce Hunting	8.00	\$ 43.27	\$ 346.16
Environmental Analyst	Kristin Faoro	40.00	\$ 38.70	\$ 1,548.00
Environmental Analyst	Kelly Jackson	0.00	\$ 38.70	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

**LABOR COSTS**

a) Subtotal Direct Labor Costs	\$ 1,894.16
b) Anticipated Salary Increases (see page 2 for calculation)	\$ -
<b>c) TOTAL DIRECT LABOR COSTS [(a) + (b)]</b>	<b>\$ 1,894.16</b>

**INDIRECT COSTS**

d) Fringe Benefits (Rate: <u>60.00%</u> )	e) Total Fringe Benefits [(c) x (d)]	1136.50
f) Overhead & G&A (Rate: <u>30.00%</u> ) included	g) Overhead [(c) x (f)]	568.25
h) General & Admin (Rate: <u>20.00%</u> )	i) Gen & Admin [(c) x (h)]	378.83
	<b>j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]</b>	<b>\$ 2,083.58</b>

<b>FIXED FEE</b> 0.00%	k) <b>TOTAL FIXED FEE [(c) + (j)] x fixed fee:</b>	<b>\$ -</b>
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**I) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

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

**I) 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 [(I) + (m)] \$ -**

**TOTAL COST [(c) + (j) + (k) + (n)] \$ 3,977.74**

**NOTES:**

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

## CALCULATIONS FOR ANTICIPATED SALARY INCREASES

 Consultant **Hunting Environmental, LLC**

Project No. \_\_\_\_\_

Contract No. \_\_\_\_\_

 Date 2/6/2020

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

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$ 1,894.16	48	=	\$ 39.46	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	\$ 39.46	+	5%	=	\$ 41.43	Year 2 Avg Hourly Rate
Year 2	\$ 41.43	+	5%	=	\$ 43.51	Year 3 Avg Hourly Rate
Year 3	\$ 43.51	+	5%	=	\$ 45.68	Year 4 Avg Hourly Rate
Year 4	\$ 45.68	+	5%	=	\$ 47.97	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	48.0	=	48.0	Estimated Hours Year 1
Year 2	0.00%	*	48.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	48.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	48.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	48.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	48.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 39.46	*	48	=	\$ 1,894.16	Estimated Hours Year 1
Year 2	\$ 41.43	*	0	=	\$ -	Estimated Hours Year 2
Year 3	\$ 43.51	*	0	=	\$ -	Estimated Hours Year 3
Year 4	\$ 45.68	*	0	=	\$ -	Estimated Hours Year 4
Year 5		*	0	=	\$ -	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$ 1,894.16	
	Direct Labor Subtotal before Escalation			=	\$ 1,894.16	
	Estimated total of Direct Labor Salary Increase			=	\$ -	Transfer to Page 1

#### NOTES:

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

**Certification of Direct Costs:**

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

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

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

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

**Prime Consultant or Subconsultant Certifying:**

Name: Joyce Hunting Title \*: Owner/Principal Biologist

Signature:  Date of Certification: 2/20/2020

Email: jhunting@huntenv.com Phone number: (530) 387-7618

Address: 9274 Madison Avenue, Suite 3 Orangevale, CA 95662

\* 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:

Hunting Environmental will provide environmental compliance services including preparation of a CEQA Notice of Exemption and technical studies to support preparation of a NEPA Categorical Exclusion.



**Exhibit 10-H3 Cost Proposal**

Cost Per Unit of Work Contracts

Note: Mark-ups are Not Allowed

Prime Consultant     Subconsultant     2nd Tier Subconsultant

Consultant: **Ruggeri Jensen Azar**

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

Date **2/13/2020**

Unit/Item of Work:  
Provide bidding supports services and construction support services.

**DIRECT LABOR**

Classification/Title	Name	Hours	Billing Hourly Rate	Total
Principal	Arminta Jensen, PE, PLS*	0	\$ 367.00	\$ -
Sr. Project Manager	Leo Trujillo, PE, TE*	24	\$ 247.00	\$ 5,928.00
Project Manager	Luis Santiago, PE, QSD*	4	\$ 181.00	\$ 724.00
Sr. Engineer	Jamie Platz, PE, QSD	4	\$ 150.00	\$ 600.00
Project Engineer	Erik Trujillo, EIT	24	\$ 123.00	\$ 2,952.00
Sr. Surveyor	Bryan Pierce, LS	0	\$ 166.00	\$ -
Survey Manager	Jeff Vest, LSIT**	0	\$ 134.00	\$ -
Surveyor	Gilbert Escobedo**	0	\$ 134.00	\$ -
Surveyor	Mike Sutherland**	0	\$ 134.00	\$ -
EQUIPMENT 1				
EQUIPMENT 2				

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	400.00	Miles	\$ 0.580	\$ 232.00
Mylar Plan Sheets (24"x36")	44.00	Sheets	\$ 10.00	\$ 440.00
Currier	2.00	Delivery	\$ 50.00	\$ 100.00
Other				\$ -
Other				\$ -
Other				\$ -
Subconsultant 1:				\$ -
Subconsultant 2:				\$ -
Subconsultant 3:				\$ -

**TOTAL COST PER UNIT OF WORK**

\$10,976.00

**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.
- Hourly billing rates should include prevailing wage rates and be consistent with publicly advertised rates charged to all clients (Commercial, Private or Public).
- Mobilization/De-mobilization is based on site location and number and frequency of tests/items.
- ODC items shall 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.
- Billing Hourly Rates must be actual, allowable, and reasonable.

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**Exhibit 10-H3 Cost Proposal**

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, 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
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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: Ruggeri Jensen Azar *by: Armita J. Jensen* Title \*: Chief Financial Officer

Signature:  Date of Certification: 2/13/2020

Email: Ajensen@ria-gps.com Phone number: 408-848-0300

Address: 8055 Camino Arroyo, Gilroy, CA 95020

\* 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:

Scope under this 10-H3 Form includes engineering support services during the bidding and construction phases of the project. The PS&E phase of the project (included separately in the 10-H1 Form) will include design of guardrail replacement improvements at various locations within the Town of Los Gatos. The design work includes general civil, traffic, and environmental engineering services.