

Standard Professional Services Agreement (“PSA”)

AGREEMENT FOR CONSULTING SERVICES

This agreement (“Agreement”), dated as of _____, 20__ (“Effective Date”) is made by and between the County of Sonoma, a political subdivision of the State of California (“County”), and Kimley-Horn and Associates, Inc. (“Consultant”).

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified engineering design consultant, experienced in the preparation of engineering reports, plans, specifications, and estimates and related services; and

WHEREAS, in the judgment of Sonoma County Public Infrastructure, it is necessary and desirable to contract for the services of Consultant for engineering design services.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

1. Scope of Services

1.1. Consultant's Specified Services.

Consultant shall perform the services described in Exhibit A attached hereto and incorporated herein by this reference (“Scope of Work”), within the times or by the dates provided for in the Scope of Work and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and the Scope of Work, the provisions in the body of this Agreement shall control.

1.2. Cooperation With County.

Consultant shall cooperate with County and County staff in the performance of all work hereunder.

1.3. Performance Standard.

Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant’s profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant’s work by County shall not operate as a waiver or release of Consultant’s obligations under the Section. If County determines that any of Consultant’s work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4. Assigned Personnel.

Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant

to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.

Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County. With respect to performance under this Agreement, Consultant shall employ the following key personnel: Sean Houck, Daniel Carley, Joe Podegracz, Hunter Young, Alex Jewell, Tyler Whaley, and Robert Paderna.

In the event that any of Consultant's personnel assigned to perform services under this Agreement becomes unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

1.5. Consultant's Reports or Meetings.

1.5.1 Consultant shall submit progress reports at least once a month. The report should be sufficiently detailed for the cost administrator designated by County ("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.

1.5.2 Consultant's Project Manager shall meet with County's Contract Administrator, as needed, to discuss progress on the Agreement.

2. Allowable Costs and Payments.

The method of payment for this Agreement will be based on actual cost plus a fixed fee. County 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 cost proposal approved by County and included within the Scope of Work attached to this Agreement ("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 County's approved overhead rate set forth in the Cost Proposal. In the event, that County determines that a change to the work specified in this Agreement is required, the contract time or actual costs reimbursable by County shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Article 2.8 shall not be exceeded, unless authorized by contract amendment.

2.1. Indirect Cost Rate.

The indirect cost rate included in the Cost Proposal shall be fixed for the duration of this Agreement.

2.2. Fixed Fee.

In addition to the allowable incurred costs, County will pay Consultant a fixed fee of \$116,079.95. The fixed fee is nonadjustable for the term of the Agreement, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

2.3. Transportation & Subsistence.

Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the

approved Cost Proposal.

2.4.Milestone Costs.

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.

2.5.Progress Payments.

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 Scope of Work, County shall have the right to delay payment or terminate this Agreement in accordance with the provisions of Article 4 "Termination".

2.6.Payment

No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.

2.7.Invoices.

Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (a) the task(s) performed; (b) the time in quarter hours devoted to the task(s); (c) the hourly rate or rates of the persons performing the task(s); and (d) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed, including a copy of all invoices paid to sub-consultants for work required included in the prime consultant's invoice. Consultant shall submit a Subconsultant Payment Declaration with each invoice.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County. Invoices shall be mailed to County's Contract Administrator at the following address:

Hunter McLaughlin
hunter.mclaughlin@sonoma-county.org

2.8.Contract Value.

The total amount payable by County including the fixed fee shall not exceed \$1,847,352.22.

2.9.Salary Increases.

Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by County's Contract Administrator.

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.

3. Term of Agreement.

3.1 This Agreement shall go into effect on Effective Date, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Agreement shall end on 6/30/2028, unless extended by contract amendment.

3.2 Consultant is advised that any recommendation for contract award is not binding on County until

the Agreement is fully executed and approved by County.

4. Termination.

4.1. Termination Without Cause.

Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

4.2. Termination for Cause.

Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3. Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4. Payment Upon Termination.

Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

4.5. Authority to Terminate.

The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Sonoma County Public Infrastructure Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification.

Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', subconsultants' or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Consultant's or its agents', employees', subconsultants', subcontractors', or invitees' performance or obligations under this

Agreement. Consultant's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. The above defense and indemnity obligations shall be limited, with respect to any design professional services provided and to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional.

6. Insurance.

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subconsultants, consultants, and other agents to maintain, insurance as described in Exhibit B, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work.

The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work.

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. In addition, the Department Head has authority to execute amendments to construction-related professional services agreements within the limitations specified in Resolution No. 20-0092. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Consultant.

9.1. Standard of Care.

County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being

understood that acceptance of Consultant's work by County shall not operate as a waiver or release.

9.2. Status of Consultant.

The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3. Taxes.

Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In the event County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

9.4. Conflict of Interest

- 9.4.1 During the term of this Agreement, Consultant shall disclose any financial, business, or other relationship with County that may have an impact upon the outcome of this Agreement or any ensuing County construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing County construction project.
- 9.4.2 Consultant certifies that it has disclosed to County any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. Consultant agrees to advise County of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. In addition, if requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.
- 9.4.3 Consultant hereby certifies 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 Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- 9.4.4 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 Agreement shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement.

9.5. Statutory Compliance / Living Wage Ordinance.

Consultant agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant

expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.6.Nondiscrimination.

Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation, gender expression, gender identity, genetic information, or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.7.AIDS Discrimination.

Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.8.Assignment of Rights.

Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.9.Ownership and Disclosure of Work Product.

All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, subconsultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.10. Authority.

The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

9.11. Prevailing Wage.

- A. No Consultant or subconsultant may be awarded an Agreement containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code

§1725.5. Registration with the DIR must be maintained throughout the entire term of this Agreement, including any subsequent amendments. Consultant shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this Agreement are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer. These wage rates are made a specific part of this Agreement by reference pursuant to Labor Code § 1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at County construction sites, at County facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve County projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov>.

D. Payroll Records.

1. Each Consultant and subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code § 1776 and as defined in 8 CCR § 16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Consultant or subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (a) The information contained in the payroll record is true and correct' and (b) The employer has complied with the requirements of Labor Code § 1771, § 1811, and § 1815 for any work performed by his or her employees on the public works project.
2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the Consultant under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by County at all reasonable hours at the principal office of Consultant. Consultant shall provide copies of certified payrolls or permit inspection of its records as follows: (a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request; (b) A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of County, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to County, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by Consultant; (c) The public shall not be given access to certified payroll records by Consultant. Consultant is required to forward any requests for certified payrolls to County by both email and regular mail on the business day following receipt of the request.
3. Consultant shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
4. Any copy of records made available for inspection as copies and furnished upon request

- to the public or any public agency by County shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of Consultant or subconsultant performing the work shall not be marked or obliterated.
5. Consultant shall inform County of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 6. Consultant or subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event Consultant or subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to County, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties may be withheld by County from payments then due. Consultant is not subject to a penalty assessment pursuant to this section due to the failure of a subconsultant to comply with this section.
- E. When prevailing wage rates apply, Consultant is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by County.
- F. Penalty.
1. Consultant and any of its subconsultants shall comply with Labor Code § 1774 and § 1775. Pursuant to Labor Code § 1775, Consultant and any subconsultant shall forfeit to County a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under this Agreement by Consultant or by its subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§ 1770 to 1780, inclusive.
 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of Consultant or subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of Consultant or subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the Consultant or subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if Consultant or subconsultant had knowledge of the obligations under the Labor Code. Consultant is responsible for paying the appropriate rate, including any escalations that take place during the term of this Agreement.
 3. In addition to the penalty and pursuant to Labor Code § 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Consultant or subconsultant.
 4. If a worker employed by a subconsultant on a public works project is not paid the general prevailing per diem wages by the subconsultant, the prime Consultant of the project is not liable for the penalties described above unless the prime Consultant had knowledge of that failure of the subconsultant to pay the specified prevailing rate of wages to those

workers or unless the prime Consultant fails to comply with all of the following requirements: (a) The Agreement executed between the Consultant and the subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815; (b) The Consultant shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the subconsultant; (c) Upon becoming aware of the subconsultant's failure to pay the specified prevailing rate of wages to the subconsultant's workers, Consultant shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project; (d) Prior to making final payment to the subconsultant for work performed on the public works project, the Consultant shall obtain an affidavit signed under penalty of perjury from the subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the subconsultant's employees on the public works project and any amounts due pursuant to Labor Code § 1813.

5. Pursuant to Labor Code § 1775, County shall notify Consultant on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
 6. If County determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if County did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, Consultant shall withhold an amount of moneys due the subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by County.
- G. Hours of Labor. Eight (8) hours labor constitutes a legal day's work. Consultant shall forfeit, as a penalty to County, twenty-five dollars (\$25) for each worker employed in the execution of the Agreement by Consultant or any of its subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§ 1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in § 1815.
- H. Employment of Apprentices.

1. Where either this Agreement or any subcontract exceeds thirty thousand dollars (\$30,000), Consultant and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices
2. Consultant and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, Consultant and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the Agreement work.

Consultant is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

9.12. Retention of Records/Audit.

For the purpose of determining compliance with California Government Code Section 8546.7, Consultant and subconsultants shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties, including the Consultant's independent certified public accountant, shall make such workpapers and materials available at their respective offices at all reasonable times during the Agreement period and for four (4) years from the date of final payment under the Agreement [and records for real property and equipment acquired with federal funds must be retained for three \(3\) years after final disposition](#). County, Caltrans Auditor, FHWA, or any duly authorized representative of the federal government having jurisdiction under federal laws or regulations (including the basis of federal funding in whole or in part) shall have access to any books, records, and documents of Consultant, subconsultants, and Consultant's independent certified public accountant, that are pertinent to the Agreement for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

9.13. Audit Review Procedures.

- 9.13.1 Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by County.
- 9.13.2 Not later than thirty (30) days after issuance of the final audit report, Consultant may request a review by County of unresolved audit issues. The request for review must be submitted in writing.
- 9.13.3 Neither the pendency of a dispute nor its consideration by County will excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.
- 9.13.4 Consultant and subconsultant contracts, including cost proposals and Indirect Cost Rates (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 County 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 Agreement by this reference if directed by County 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 Agreement and disallowance of prior reimbursed costs.
- 9.13.5 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 Consultant and approved by County 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 Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

9.13.5.1 During a Caltrans' review of the ICR audit work papers created by 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, County will reimburse Consultant at a provisional ICR until a Federal Acquisition Regulation (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 (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by A&I. Accepted 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.

9.13.5.2 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.

9.13.5.3 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 accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

9.13.5.4 Consultant may submit to County final invoice only when all of the following items have occurred: (a) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (b) all work under this Agreement has been completed to the satisfaction of County; and, (c) Caltrans has issued its final ICR review letter. Consultant must submit its final invoice to County no later than 60 days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other contracts executed between County and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

9.14. Subcontracting.

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between

County and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to County 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 County'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 Agreement shall be subcontracted without written authorization by County'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 County.
- 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 County's Contract Administrator in advance of assigning work to the substitute subconsultant.

9.15. Equipment Purchase and Other Capital Expenditures.

- A. Prior authorization in writing, by County'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 County'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 Agreement is subject to the following: (1) 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, County shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, Consultant may either keep the equipment and credit County 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 County procedures; and credit County in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by County and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by County; and (2) 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.

9.16. Rebates, Kickback or Other Unlawful Consideration.

Consultant warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any County employee. For breach or violation of this warranty, County shall have the right in its discretion; to terminate the Agreement without liability; to

pay only for the value of the work actually performed; or to deduct from the Agreement price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

9.17. Funding Requirements.

- A. It is mutually understood between the parties that this Agreement 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 Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only, if sufficient funds are made available to County for the purpose of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or County Board of Supervisors that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds.
- D. County has the option to terminate the Agreement pursuant to Article 4, or by mutual agreement to amend the Agreement to reflect any reduction of funds.

9.18. Evaluation of Consultant.

Consultant's performance may be evaluated by County. 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.

9.19. Claims Filed By County's Construction Contractor.

- A. If claims are filed by County'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 County'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 County considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from County. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for Consultant's personnel services under this Agreement.
- C. Services of Consultant's personnel in connection with County's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Agreement in order to resolve the construction claims.

9.20. 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.

9.21. Retention of Funds.

- 9.21.1 Any subcontract entered into as a result of this Agreement shall contain all of the provisions

of this section.

- 9.21.2 No retainage will be withheld by the County from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement 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 or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

9.22. Contingent Fee.

Consultant warrants, by execution of this Agreement that no person or selling agency has been employed, or retained, to solicit or secure this Agreement 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, County has the right to annul this Agreement 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.

9.23. Inspection of Work.

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

9.24. Safety.

- 9.24.1 Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by County Safety Officer and other County representatives. Consultant personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- 9.24.2 Pursuant to the authority contained in Vehicle Code Section 591, County 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

10. Demand for Assurance.

Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to

other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments.

All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

To County:

Sonoma County Public Infrastructure
Attn: Hunter McLaughlin
400 Aviation Blvd., Suite 100 Santa Rosa, CA 95403
(707) 565-2550
hunter.mclaughlin@sonoma-County.org

To Consultant:

Kimley-Horn
Attn: Sean Houck
555 Capitol Mall, Suite 300, Sacramento, CA 95814
(916) 571-1016
sean.houck@kimley-horn.com

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article.

13. Miscellaneous Provisions.

13.1. No Waiver of Breach.

The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2. Construction.

To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3. Consent.

Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4. No Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5. Applicable Law and Forum.

This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6. Captions.

The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7. Merger.

This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms.

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9. Time of Essence.

Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

SIGNATURES FOLLOW ON NEXT PAGE -

- THIS SPACE LEFT INTENTIONALLY BLANK -

CONSULTANT:

By: _____

Name: _____

Title: _____

Date: _____

COUNTY OF SONOMA:

CERTIFICATES OF INSURANCE ON
FILE:

By: _____

Department Analyst

Date: _____

AGREEMENT EXECUTED:

By: _____

Director of Sonoma County Public
Infrastructure

Date: _____

APPROVED AS TO FORM:

By: _____

Deputy County Counsel

Date: _____

Exhibit A



March 11, 2025

Hunter McLaughlin
Sonoma County – Transportation and Public Works
2300 County Center Drive, Suite B100
Santa Rosa, CA 95403

Re: Letter Agreement for Professional Services for
Airport Boulevard Complete Streets Corridor
Sonoma County, California

Dear Mr. McLaughlin:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this Letter Agreement (the "Agreement") to Sonoma County ("Client") for providing traffic engineering and design services for the Airport Boulevard Complete Streets Corridor Project.

Assumptions

- We assume the preferred alternative identified during Task 2 Corridor Evaluation and Intersection Control Evaluations will yield the following improvements:
 - Two single lane roundabouts
 - Two intersection modifications (non-signal)
- We assume the County will lead right of way appraisal, offer, and negotiations. We will provide needed exhibits and plat/legal descriptions for County's use.
- We assume funding is local and will not require DBE participation, following the Caltrans LAPM process for project authorization, and will not require NEPA clearance.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Project Management, Coordination, and Documentation

Task 1.1 – Project Management and Administration

Kimley-Horn will provide project management services for the Project.

Upon receipt of Notice to Proceed, we will coordinate and conduct an initial project kick-off meeting with the County, and other stakeholders as identified by the County, to discuss and establish the preferred approach to design issues. Key outcomes of this meeting will be summarized in a brief memorandum and will serve as a basis of design. We will maintain and update the basis of design document through the life of the project.

Project manager **Sean Houck, P.E.** will develop and maintain a Critical Path Method (CPM) project schedule using Microsoft Project, updating it as-needed to manage the Project and as requested by the County. We will prepare a monthly Work Progress Form, provided by the County

We assume this task to occur over sixteen months and to not include project management activities during the bidding or construction phases.

Task 2.2 – Meetings and Coordination

We will maintain communication with the County through phone calls, emails, and virtual/online meetings. Kimley-Horn will attend up to ten (10) virtual/online Project Development Team (PDT) meetings with the County for project status and review of plan submittals

Task 2.3 – Public Meeting and Stakeholder Coordination

Kimley-Horn will participate in one (1) public meeting to inform the community about the project and solicit their feedback. We assume the public meeting will be in-person but can be virtual/online format if preferred by the County.

We assume our team will coordinate with additional stakeholder agencies or agencies otherwise impacted by the project, as established at the project kick-off meeting(up to 10 meetings). We assume coordination with outside agencies will be via conference calls and email. At the request of the County and up to the assumed budget for this task, Kimley-Horn staff can be available for in-person meetings.

TASK DELIVERABLES:

- Monthly Invoices
- Kick-Off Meeting Agenda and Meeting Notes
- PDT Meeting Agenda and Meeting Notes (up to 10 meetings)

Task 2 – Perform a Corridor Evaluation and Intersection Control Evaluations

The following intersections on Airport Boulevard are included in the corridor evaluation:

- 1) Westwind Boulevard
- 2) Brickway Boulevard
- 3) Concourse Boulevard
- 4) Regional Parkway

Task 2.1 - Data Collection

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the County. The County shall provide the information requested by Kimley-Horn during the project including, but not limited to:

- As-built drawings
- Recent speed surveys
- Collision data at each intersection (collision diagrams and/or police reports are preferred)

We will engage with a traffic count firm to collect appropriate traffic volume and turning movement data, along with truck classification counts.

The Kimley-Horn Team will attend one field visit to observe the existing conditions by up to two (2) Kimley-Horn staff.

Task 2.2 - Concept Traffic Operations Analysis

Kimley-Horn will consider up to three (3) peak-hour volume conditions at the project intersections. Traffic operations will be evaluated for all-way stop control, traffic signal control, and roundabout control improvements.

Design year traffic scenarios evaluated in the traffic operations include the existing traffic count data and one future year condition based on forecast intersection volumes for a horizon year, General Plan Build-Out condition (volumes are anticipated to be provided by the County). One interim year condition may be evaluated based on linear interpolation.

For each traffic scenario, stop and signal control analyses will be conducted with Synchro® using Highway Capacity Manual (HCM) methodologies. Roundabout control evaluations will be performed using the Sidra® 9 software based on the HCM 6 capacity model. The Sidra Standard capacity model may be used to check the sensitivity of the roundabout operations.

We will complete the following as part of this task:

- Determine forecast intersection volumes for a horizon year at General Plan Build-Out. The horizon year and forecast methodology will be determined at the start of the task. We assume County staff will approve the forecast methodology prior to Kimley-Horn performing peak-hour intersection operations analyses.
- Identify the lane configurations (number of turn and through lanes), geometrics (length of turn bays, taper/transition length, etc.), and lane storage length requirements. Pedestrian and bicycle volumes (if known) will be included in the analysis. Perform peak-hour intersection Level of Service (LOS) and queuing analysis for signal control, stop control, and roundabout control for existing traffic and future year traffic conditions. Report the peak hour average control delay, LOS, and 95th percentile queue length for each approach by movement. Queue estimates will be examined relative to existing storage lengths and left turn storage requirements.

Task 2.3 – Develop Concept Level Corridor Layouts

This task establishes an approximated footprint of the study intersections including the number of approach, departure, turn, and circulatory lanes. Conceptual layouts will be prepared for traffic signal control and yield (roundabout) control. Layouts will be developed in CADD using aerial images and available topographic mapping. Concept layouts for the corridor will depict intersection features and geometric design elements based on the traffic operations analysis and the transitions to a standard street section between intersections. The standard street sections will be determined by the intersection operations and proposed channelization. The layouts will include colored pavement markings consistent with the MUTCD, color coded areas identifying landscape opportunities, and the potential for vertical obstructions based on estimated sight lines. Key features evaluated during this phase typically include:

- Size and location of required intersection control relative to right-of-way and geometric constraints
- Typical street cross-section between intersections
- Design speed, design vehicle, and sight line considerations (design check calculations will not be conducted with this task order)
- Local access / access control considerations

- Alignment of approaches and departures
- Number of approach, departure, turn, and circulatory lanes
- Channelization of turning movements
- Travel paths for bicyclists and pedestrians
- Estimated limits of intersection based on intersection control type geometric features and influence areas.

Underground utilities will not be considered in this evaluation.

This scope assumes development of one (1) draft concept layout of each intersection control alternative as well as a planning level estimate of the Opinion of Probable Construction Cost for review by the County. After review by the County, one round of adjustments to the layout are included.

Task 2.4 – Intersection Control Evaluation

Kimley-Horn will complete an evaluation and comparison of implementing each of the identified intersection control alternatives compared to each other. The purpose of this evaluation is to provide an objective analysis that allows the County to make an investment decision based on traffic control and operations strategy for the design life of the intersection.

The following performance measures will be calculated for the design-life life-cycle and adjusted to a net present value:

- Safety (Crash Prediction Evaluation using Interactive Highway Safety Design Model - IHSDM)
- Delay (based on average peak hour delay from Task 1.2)
- Operations and Maintenance
- Initial Capital Costs

The performance measures will be used to calculate a Benefit-Cost Ratio for each of the proposed improvements compared to the existing intersection (no project).

Task 2.5 – Corridor Operations and ICE Memo Documentation

Efforts completed in Tasks 2.1 through 2.4 will be documented in technical memorandum format with graphics as deemed appropriate by Kimley-Horn. Kimley-Horn will prepare and submit an electronic (PDF) copy of the draft memorandum to the County. We will participate in one conference call with the County to discuss the findings and recommendations contained in the draft technical memorandum.

We will address one (1) set of consolidated, non-conflicting County comments on the draft ICE memorandum. If the comments require additional analysis or data collection beyond that provided for in this Scope of Services, this work will be considered as an additional service. Any additional comment responses, regardless of origin, will also be considered as an additional service. Kimley-Horn will prepare and submit an electronic (PDF) copy of the final ICE memorandum to the County.

Task 3 – Surveying/Mapping/ROW Engineering

Kimley-Horn has partnered with Unico for providing the survey and right of way support scope of services below.

Control Survey

UNICO will research County approved horizontal and vertical control for the project. UNICO may utilize the existing project control as part of current Airport Boulevard improvements for overall consistency. UNICO will utilize latest published NAD83, California State Plane Coordinates, Zone 2, 2010.0 Epoch horizontal datum and the NAVD88 vertical datum for all surveys and mapping. UNICO will set durable project control points along the project alignment for utilization of all surveys and for future construction control, including a minimum of three (3) points outside of the project limits. UNICO will prepare a survey adjustment report of all control used for the project.

Topographic Survey

UNICO will facilitate the delivery of an aerial photogrammetric topographic survey along the full project limits. Aerial mapping will be scaled to ground control and contain full planimetrics, 1' contours, 3D surface and color ortho-rectified imagery scaled to the project control. The aerial photogrammetric mapping limits are along Airport Boulevard beginning just westerly of the intersection of North Laughlin Road/Skylane Boulevard to a point just easterly of the intersection of Regional Parkway, approximately 4000 linear feet. The width of the survey will cover the full roadway and out to a point approximately 50 feet beyond the right of way on each side of the road. UNICO will perform design level topographic surveys and base mapping to augment the aerial survey as directed by design team. UNICO will locate roadway improvements such as curbs, gutters, sidewalks, pavement, pavement slopes, striping, crowns, grade breaks, curb returns, curb ramps, driveways, headwalls, retaining walls, decorative walls, structures, fences, signs, walls and trees 4 inches or larger and newly discovered items such as wetland and environmentally sensitive areas. UNICO will locate utilities within the right of way, including any USA utility premarks by others. UNICO will locate all visible above ground utility features, such as manholes, valves, water valves, meters, hydrants, vaults, pull boxes, signal poles, pedestrian buttons, monuments, inlets, cleanouts and utility poles. Measurements to all relative sewer and storm drain structures will be performed to include size, invert and flow direction. UNICO will map all topographic information into an AutoCAD base file at 1'=20' scale with 1' contours and digital 3D surface.

ROW Determination

UNICO will search for and locate right of way and property monuments to resolve and map the right of way along the project corridor. Right of Way and adjoining properties will be mapped from readily available recorded documents such as subdivision maps, records of surveys, parcel maps, and deeds. To best resolve the right of way and existing easements, UNICO will purchase up to fifteen (15) title reports for the project. Title reports will provide the best means of right of way resolution along the project corridor. UNICO will map all right of way, easements dedications and other title exceptions and encumbrances from the title reports. All survey monuments that are discovered and may be compromised by the project will be surveyed and mapped for incorporation into the design plan set as part of future monument perpetuation.

Record of Survey

UNICO will prepare a Record of Survey showing the existing right of way and centerline, including at least two monuments that will survive the construction of the project. The Record of Survey will also function as a Pre-Construction Record of Survey in accordance with Section 8771 of the Professional Land Surveyors Act in the Business and Professionals Code of the State of California. State law requires that survey monuments in roadways that may be compromised by construction be perpetuated, preserved and/or re-set. All monuments found within the project footprint will be mapped and identified on the Pre-Construction Record of Survey. Sufficient information will allow for the re-setting of any monument that requires perpetuation at later phases of the project. UNICO will process the map through the County for review and recordation. It is assumed that all map check and recording fees will be waived by County as part of an agency roadway project.

Plats and Legal Descriptions

UNICO will prepare plats and legal descriptions for right of way acquisition and temporary construction easements (TCE) as needed for the project. The exact number and locations will be better understood during the design phase. For this proposal, UNICO will assume the preparation of twenty (20) plats and legal descriptions for right of way and twenty (20) plats and legal descriptions as needed for TCE purposes. UNICO will prepare preliminary PDF plats, legal descriptions and closures for review. Upon approval, UNICO will prepare final signed and stamped PDF plats and legal description. Plats and legal descriptions will be prepared per County standards as directed.

TASK DELIVERABLES:

- Survey Adjustment Report
- Autocad Civil 3D topographic survey, point files, and boundary base files
- Title Reports (15)
- Record maps and deeds
- Record of survey
- Plats and legal descriptions (20)

Task 4 – Utility Coordination

Task 4.1 – Coordinate with various utility companies

Kimley-Horn will contact utility agencies (Allstream, AT&T, CDS Wireless Inc., City of Santa Rosa Water, Comcast, Dish, Net10 Internet Services, Pacific Online, PG&E, Sonic, Verizon, and Vista Broadband) to obtain as-builts and record maps of the project limits. Kimley-Horn will prepare Utility “A” letters on County letterhead for delivering to associated utility owners. Kimley-Horn will obtain utility mapping from utility companies and develop a utility base map. A Utility Matrix will be created to track discussions and data received from utility agencies.

Record plans received from utilities will be reviewed and compared to utility data captured by the topographic surveys, to identify potential utility companies and conflicts with the proposed improvements as well as identify high priority facilities as defined by Caltrans. We will create utility impacts exhibits, which identify areas of potential utility conflict or high priority facilities. We will work with identified utility companies and with the County to determine a strategy for dealing with utility conflicts, including adjustments, relocations, and protection in place.

Depending on the existing facilities within the project area, potholing may be required to determine exact locations of crossing utility conflicts or high priority facilities. Potholing services are included in this scope of services with an assumed budget. The scope and budget will be updated once the

existing facilities and potential conflicts are determined after the 65% PS&E (Task 9). If needed, additional scope and fee may be required at that time to pothole all identified potential conflicts.

Task 4.2 – Relocation Coordination

Kimley-Horn understands this project is not required to follow the Caltrans process for utility relocations which includes Record of Investigation (ROI), Claim Letters, Utility Agreements, and Notice to Owners, prior to completing the Utility Certification. However, Kimley-Horn will use the standard Caltrans forms and process, unless otherwise directed by the County. Once determined, we will work with the County to finalize utility agreements and certifications to satisfy County requirements. This task includes reviewing relocation agreements for proper charges and fees and negotiating as necessary to ensure correct advances, refunds and reimbursements.

If utility owners' relocation plans are required, Kimley-Horn will check the relocation design against the latest project plans for conflicts. Kimley-Horn will then send a copy of the Final Plans ("C" Plans) along with a Notice to Owner (Caltrans Exhibit 14-d in the Local Assistance Procedures Manual) directing the utility company to initiate relocation construction. It is assumed that these designs will be provided by the private utility company and utility relocation services are not included in this scope of services.

TASK DELIVERABLES:

- Utility "A", "B", and "C" Plans/Letters
- Utility Record Maps and Base Map AutoCAD file (if requested)
- Utility Conflict Matrix
- Estimate for utility relocations (if needed)

Task 5 – Geotechnical Engineering

Kimley-Horn has partnered with Miller Pacific for providing the geotechnical engineering scope of services below.

Geologic Reconnaissance

A Professional Geologist will visit the site to map surface geology, pavement distress and other critical areas and surface features. Miller Pacific will prepare a preliminary geotechnical report which documents our geologic reconnaissance and summarizes our initial findings related to geologic conditions and considerations for the planned improvements. The report will also include recommendations and a plan showing proposed locations for subsurface exploration as part of a future design-level geotechnical investigation. Miller Pacific will provide a draft report and exploration plan to the County for review and will finalize the report and exploration plan after incorporating County inputs.

Permitting and Utility Locating

All required drilling, encroachment and other permits would be obtained prior to our field investigation and subsurface exploration. Miller Pacific will arrange for professional traffic control services and submit traffic control plans as required. We will notify Underground Service Alert (USA) to mark underground utilities in areas of subsurface exploration. Miller Pacific will coordinate with County staff to address any special access, environmental, or other constraints that may be required prior to field work.

Field Investigation

Miller Pacific will explore subsurface conditions with borings located in the roadway to document existing pavement sections and to obtain samples of the underlying soils. Miller Pacific will mobilize a truck-mounted drill rig for one to two days of drilling. However, the exploration plan will be developed following site reconnaissance as noted above. If full depth pavement reclamation is selected, additional drilling may be required commensurate with that type of construction method.

Laboratory Testing

Samples collected during subsurface exploration will be transported to the Miller Pacific laboratory and tested to evaluate pertinent engineering properties. The laboratory testing will include moisture content, dry density, gradation, Atterberg limits, unconfined compressive strength and R-value testing. A specific testing program would be determined based upon conditions encountered during drilling and input from the project team.

Geotechnical Report

Upon completion of the field investigation and laboratory testing, Miller Pacific will prepare a geotechnical report which summarizes the subsurface exploration and laboratory data and provides geotechnical recommendations and criteria for project design. This task includes submitting a draft report as part of the 60 percent design submittal. As project design advances, the draft report will be updated to address any substantial changes or modifications. Miller Pacific will finalize the geotechnical report as part of the final design submittal, once the design drawings are near completion and any comments or inputs from the project team have been incorporated.

TASK DELIVERABLES:

- Preliminary Geotechnical Report and Exploration Plan
- Geotechnical Report which includes boring logs, laboratory test results, site-specific ARS curves/seismic design criteria, and summarizes our design-level geotechnical recommendations.

Task 6 – Hydrology & Hydraulics

Kimley-Horn will prepare a drainage analysis for the project. This will include site review, calculations for watershed areas, storm intensity, pipe velocity, pipe capacity, and gutter flow. Kimley-Horn will prepare a stormwater treatment analysis for the project, which will include documenting treatment requirements, computing stormwater treatment areas, and designing features for storm water quality control. The drainage and stormwater analysis will be submitted at the 65% design phase as a draft. We assume the drainage considered will only be directly within the project area and a larger regional model or study will not be completed.

TASK DELIVERABLES:

- Draft and Final Drainage and Stormwater Treatment Memorandum (PDF)

Task 7 – Environmental Documentation

Task 7.1 – Biological Resources Report

As a subconsultant to Kimley-Horn, Sequoia Ecological Consultants will complete the following tasks to prepare the biological resources technical studies:

Biological Resources Report

1.2 Biological Resources Assessment (BRA)

Sequoia will prepare a report discussing the results of a literature review and field studies, and analysis of potential project impact on natural resources. The report will provide information on use of

the site (known and potential) by sensitive species identified during the desktop review and surveys. Potential use of the project area by special-status wildlife and plant species will be ranked qualitatively depending upon the suitability of the habitat and/or proximity of any known records found during the database search. Species observed on-site will be reported in the findings. Based on the findings and likelihood of occurrences of special-status species, Sequoia will include a discussion of potential constraints that may be required during project activities to further inform project design and implementation. The report will provide an analysis of special-status species and habitats within the project area and will include an impact analysis and provide mitigation measures. In addition, Sequoia will develop a detailed set of maps representing habitat types as well as observed and historic locations of special-status species on and in the vicinity of the project site. Sequoia will perform research and compile online database lists of special-status species from the following sources:

- U.S Fish and Wildlife Service (USFWS), National Marine Fisheries Service (NMFS), California Department of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDB), and California Native Plant Society (CNPS),
- Santa Rosa Plain policy documents
- Existing peer-reviewed literature, environmental documents, etc.

Sequoia will then conduct a reconnaissance-level site visit to determine what biological resources and special-status species habitat may be present. During the site visit, Sequoia will also map vegetation communities. Sequoia will prepare a BRA report evaluating all observed biological resources and provide avoidance and minimization measures for resources with potential to occur in or near the project site. The BRA will include mapping indicating the locations of suitable habitat for federally protected species. It will also include avoidance and minimization measures to minimize the project's impacts/effects to biological resources.

Deliverables:

- Biological Resources Assessment Report

Task 7.2 - CEQA Compliance

Because the project proposes bicycle and pedestrian facilities with the public Right-of-Way, it is assumed this project is Statutorily Exempt for CEQA pursuant to Section 21080.25(c) of the California Public Resources Code. As such, Kimley-Horn will prepare a Notice of Exemption (NOE) form and supporting memorandum for the proposed bike and pedestrian improvements. The NOE will also rely on Categorical Exemption under Section 15301 of the CEQA Guidelines for Existing Facilities for proposed improvements. This scope of work assumes the County will be the lead agency for the NOE. The form and memo will be provided to the County for review. This scope includes one round of revisions on the NOE form and memo. This scope of work assumes County staff will file the Notice of Exemption with the County Clerk. Kimley-Horn will coordinate with the County to file the NOE with State Clearinghouse.

Task 7.3 – Environmental Coordination and Meetings

Project Coordination: Kimley-Horn's environmental task leader will provide project management, review, QC/QA throughout the duration of Task 7.

Meeting Attendance: This task includes a site visit, a "kick-off meeting", and ongoing project status/strategy meetings as needed. Attendance at public meetings is not included in this task but can

be accommodated as an additional service with written authorization from the County. A total of 20 hours has been assumed for Task 7.6..

Task 8 – Structure Need and Type Selection Report

We do not anticipate any retaining structures on the project. Therefore, this task is not included in our scope of services. If it is determined through development of the proposed improvements retaining structures are required, these services can be provided for additional scope and fee.

Task 9 – Preliminary Roundabout Design (35%/GAD)

We assume that the following design guidance will be applicable for the roundabout design services:

- NCHRP Report 1042: Guide for Roundabouts
- Caltrans HDM

The following scope was developed to provide a progressive set of project documents that are based on our experience in the development of roundabouts from concept refinement through construction documents. The following scope items are critical to achieving schedule and budget targets.

Task 9.1 – Roundabout Corridor Concept Refinement

We assume concepts developed under Task 2.3 will not require further refinement based on survey, right of way mapping, utility coordination, stakeholder coordination, or other condition unknown at the time of completion.

Task 9.2 – Draft Preliminary Engineering of Roundabout Corridor: Horizontal

This task includes the preparation of preliminary engineering drawings and roundabout design check calculations to obtain geometric approval of the preferred roundabout concept. Preliminary engineering plans for the roundabout will extend to the point where the roundabout conforms with existing street infrastructure or to a point where the roundabout design is no longer influenced by the street and topography, whichever is greater. The project limits are typically defined by the approach stopping sight distance or limits of the estimated fastest path.

Preliminary engineering drawings will be prepared to identify the horizontal design limits of critical geometric elements such as curb geometry, lane widths, channelization, lane transitions, pavement markings, sightlines, and conform conditions to either the existing street infrastructure or proposed typical street section. Typical sections of each leg, including the roundabout circulatory roadway and central island will be prepared.

Design checks specific to vehicles navigating roundabout intersections will be calculated and documented in a technical memorandum. Roundabout curb geometry and lane markings will be adjusted to achieve target design values for estimated speeds, design vehicles, and sight lines. If site conditions or other constraints require a deviation from guidance described in NCHRP Report 672, the deviation will be identified in the technical memorandum along with a description why the deviation is being requested. The following design checks will be evaluated for vehicles:

- Fastest path estimation for R1 through R5
- Swept path and tire tracking for design vehicles (Assume up to three design vehicles)
- Intersection angle of visibility
- Intersection Sight Distance (Assume $t_c=5.0$ seconds)
- Stopping Sight Distance

- Path overlap estimation for multi-lane entries and departures

TASK DELIVERABLES:

- Draft roundabout layout and design checks technical memorandum in pdf format
- Roll plot pdf of preferred interim and ultimate conditions with layout and profile

Task 9.3 – Draft Preliminary Engineering of Roundabout Corridor: Vertical

Based on the draft preliminary horizontal geometry of the roundabout corridor, centerline and curb profiles will be generated for the roundabout to a level sufficient to identify estimated grading of the roadway finished surface, drainage patterns, and need for a retaining structure. A preliminary contour plan of the finished surface of the roundabout and project footprint will be prepared as a design check for drainage, right-of-way, sight line, and driver comfort.

TASK DELIVERABLES:

- Draft roundabout corridor preliminary contour plan in pdf and cadd format

Task 9.4 – Roundabout Peer Review

Kimley-Horn will provide an internal independent peer review of the Draft Preliminary Roundabout designs. The peer review will be conducted by an independent roundabout engineering team. The preliminary engineering review will evaluate roundabout alignment, geometric design, and vertical design per the Final Geometric Design Criteria memorandum as well as the overall composition of the roundabouts. A log of peer review comments and corrective action taken will be in writing and provided to the County.

Task 9.5 – Roundabout Corridor Geometric Approval

This task is established to achieve geometric approval of the roundabout corridor through the County. Geometric Approval Drawings (GAD) will be prepared based on consolidated comments received during the Draft Preliminary Engineering of the Roundabout. We assume after one round of revisions, consultation, and response to consolidated comments, the roundabout will be considered geometrically approved. After approval, any requests or directions to change the horizontal curb geometry within the functional area of the roundabout will be considered out of scope work.

TASK DELIVERABLES:

- One round of revisions and response to consolidated comments
- Final roundabout corridor layout roll plot and Design Check Technical Memorandum for geometric approval
- Preliminary contour plan in pdf and cadd format

Task 10 – 65% PS&E

65% PS&E drawings will be prepared based on the approved Roundabout Geometric Approval Drawings. We anticipate the plans will include the sheets below with limited details. Preliminary vertical design information used to generate preliminary contour plans will be translated to profiles. We assume the specifications will not be prepared at this level. We will prepare an Opinion of Probable Construction Cost (OPCC) for the proposed improvements.

Assumed plan sheets:

Cover sheet	1 sheet
General Notes	1 sheet
Horizontal control	2 sheets
Typical sections	3 sheets
Demolition Plans	10 sheets
Layout plans	10 sheets
Construction details	4 sheets
Roundabout Layout Plans	8 sheet
Roundabout Grading and Details	14 sheets
Drainage and utility plans	14 sheets
Stage construction and Traffic Control plans	20 sheets
Signing and striping	10 sheets
Street lighting	12 sheets
Landscaping/irrigation	24 sheets
Total	123 sheets

Kimley-Horn will perform a preliminary street lighting analysis to determine appropriate lighting levels and locations of proposed and existing street lighting. Street light plans, specifications, and estimates will be included in the PS&E package.

Draft 65% technical specifications will be prepared based on the Caltrans 2023 format.

TASK DELIVERABLES:

- 65% Plans
- 65% OPCC (PDF and four hardcopies, 11"x17", bond)
- 65% Technical Specifications
- Preliminary street lighting photometrics analysis

Task 11 – 95% PS&E

Based on one set of non-conflicting County review comments with only minor changes to the plans and design, Kimley-Horn will advance the design and plans to the 90% design level. Significant design or plan changes will be considered additional scope and can be performed for additional fee.

Kimley-Horn will update the street lighting analysis to determine appropriate lighting levels and locations of proposed and existing street lighting. Street light plans, specifications, and estimates will be included in the PS&E package.

Technical specifications will be advanced at this level following Caltrans 2023 format. The County will prepare the front-end boilerplate specification, including incorporating project specific information (project name, notice to contractors, estimate, etc.) Kimley-Horn will review the front-end boilerplate specifications and coordinate potential modifications with the County prior to compiling the final project specifications. Technical specifications will be developed using Caltrans special provisions and any County-provided technical specifications. All proposed changes to special provisions will be tracked at the 95% level. Changes will be tracked in the specifications up until the Final PS&E, when all changes will be accepted, and a clean version provided. Final technical specifications will be provided to the County, who will merge them, along with the front-end boilerplate, into the overall final project specifications.

TASK DELIVERABLES

- 95% Plans
- 95% OPCC
- 95% Draft Technical Specifications
- Updated street lighting photometric analysis

Task 12 – Final (100%) PS&E

Based on one set of non-conflicting County review comments with only minor changes to the plans, Kimley-Horn will advance the design and plans to the Final/Bid design level.

TASK DELIVERABLES

- Final/Signed Plans
- Final/Signed Specifications
- Final OPCC
- Responses to County review comments on 90% submittal with return markups

Task 13 – Bid Support and Design Services During Construction (DSDC)***Task 13.1 – Bid Support***

Kimley-Horn will assist the County with design support during the bidding phase. We will provide support related to clarifications to the bid documents, responding to bidder questions, preparation of bid addenda and/or revisions to the design or plan sheets, and attendance in a pre-bid meeting (virtual/online format).

After bid opening, Kimley-Horn will assist the County in reviewing the reasonableness of bids.

Kimley-Horn assumes this task to occur over two months for a total labor effort of 35 hours. Support beyond the assumed 35 hours can be provided as an additional service.

Task 13.2 – Design Services During Construction

Kimley-Horn will coordinate with and provide support to the County during construction. The following list of services may be provided, but our scope includes providing up to a total number of hours. We assume up to 220 hours of Kimley-Horn support and may not include all services below:

1. Attend and prepare information for an internal handoff meeting to discuss possible construction issues and items of special consideration for the construction management team
2. Attend the pre-construction meeting
3. Attend periodic construction progress meetings as requested by the County, up to the remaining hours in the task
4. Participate in the final inspection and development of punch lists. We will observe the construction and provide recommendations for the County to consider for generating the final punch list.
5. Review and response to appropriate Requests for Information (RFIs), which may include revisions and clarifications of design details and specifications
6. Review and response to material submittals
7. Review and response to proposed substitutions, if any, for conformance to the construction documents

Task 13.3 – Record Drawings

construction contract drawings provided by the Contractor and resident engineer, Kimley-Horn will prepare record drawings that reflect the actual improvements constructed in the field. The accuracy of the record drawings will be limited by the accuracy and completeness of the redlines provided to Kimley-Horn. We have assumed a total of 50 hours for this task. An electronic PDF of the record drawings will be provided to the County.

As Needed Right of Way Services

Kimley-Horn has partnered with Monument for providing the right of way acquisition scope of services below. The following scope and corresponding budget will be provided on an as-needed basis, pending geometric approval of the corridor and identification of effected properties. The following scope assumes 10 property acquisitions requiring a full appraisal report and 10 acquisitions qualifying for a Waiver Valuation in lieu of an appraisal.

A. Waiver Valuations

For federally funded projects, an appraisal is not required if it is determined that the proposed acquisition is uncomplicated, and the fair market value is estimated at \$15,000 or less. Accordingly, Monument will prepare a valuation report by utilizing the “Waiver Valuation in Lieu of Appraisal” procedures described under 49 CFR 24.102(c)(2) and Chapter 7, Section 07.02.13, of the Caltrans Right of Way Manual. Waiver Valuations are suitable for the purpose of establishing the amount of Just Compensation and conducting good faith negotiations, however, they cannot be used for eminent domain proceedings. This process will include:

- Preparing and mailing a “Notice of Decision to Inspect” to the property owner including the appropriate Acquisition Brochure and Title VI information, and a request to conduct an on-site inspection of the property.
- Reviewing design plans, title information, legal descriptions and plat maps, and any other information pertaining to the subject property.
- Performing an inspection of the subject property with the owner and documenting and photographing the use, special features and any site improvements within the proposed acquisition area.
- Researching and analyzing relevant market information and formulating the valuation amount of the proposed acquisition.
- Preparing a “Waiver Valuation in Lieu of Appraisal” report utilizing the Caltrans form 7-EX-21A provided in Chapter 7 “Appraisal” in the Caltrans Right of Way Manual.

Deliverables

- Up to 10 Waiver Valuations.

B. Appraisals

All appraisals and appraisal reviews for the acquisition of real property will be prepared in accordance with the 49 CFR Part 24 and with the Uniform Standards of Professional Appraisal Practice (USPAP). A single “self-contained” appraisal report will be prepared for each property acquisition that will contain relevant project-related data, subject property information, market comparables, and an analysis of the appraiser’s value conclusions.

During the appraisal process, Monument will be responsible for the following procedures:

- Prepare appraisal scope, fees, and timing on a property-by-property basis.
- Issue appraisal notices to property owners. Conduct field reviews of property issues with appraisers.
- Make weekly contact with appraisers to update progress.
- Review appraisals for quality; request changes/additions as necessary or based on

preliminary communication with the County. Complete memo indicating appraisal received and forwarding for review.

Appraisals will be prepared in accordance with USPAP requirements, and, at a minimum, contain the following requirements:

- Adequate description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, an adequate description of the remaining property).
- Items identified as personal property.
- Statement of the known and observed encumbrances, if any, location, zoning, present use, an analysis of highest and best use, and at least a five-year sales history of the property.
- All relevant and reliable approaches to value consistent with established federal and federally-assisted program appraisal practices. If the appraiser uses more than one approach, there is to be an analysis and reconciliation of approaches to value used that is sufficient to support the appraiser's opinion of value.
- A description of comparable sales, including a description of all relevant physical, legal, and economic factors such as parties to the transaction, source, and method of financing, and verification by a party involved in the transaction.
- Statement of the value of the real property to be acquired and, for a partial acquisition, a statement of value of the damages and benefits, if any, to the remaining real property where appropriate.
- The effective date of valuation, date of appraisal, signature, and certification of the appraiser.

Deliverables

- Up to 10 appraisal reports.

C. Appraisal Review

Review appraisals will be provided for each appraisal, in accordance with State and Federal law and County policy as required. The review appraiser will, as appropriate:

- Identify the reviewer's client and intended users, the intended use of the reviewer's opinions and conclusions, and the purpose of the assignment.
- Identify the following:
 - Subject of the appraisal review assignment.
 - Effective date of the review.
 - Property and ownership interest appraised (if any) in the work under review.
 - Date of the work under review and the effective date of the opinion or conclusion in the work under review.
 - Appraiser(s) who completed the work under review, unless the identity was withheld.
- Identify the scope of work to be performed.
- Develop an opinion as to the completeness of the material under review, given the scope of work applicable in the assignment.
- Develop an opinion as to the apparent adequacy and relevance of the data and the propriety of any adjustments to the data, given the scope of work applicable in the assignment.
- Develop an opinion as to the appropriateness of the appraisal methods and techniques

used, given the scope of work applicable in the assignment, and develop the reasons for any disagreement.

- Develop an opinion as to whether the analyses, opinions, and conclusions are appropriate and reasonable, given the scope of work applicable in the assignment, and develop the reasons for any disagreement.
- Review appraisals will be forwarded to the County for establishment of just compensation prior to the preparation of offers to acquire the proposed land rights for the project.

Deliverables

- Up to 10 appraisal reviews.

D. Acquisition and Negotiation

Based on our understanding of the project and information provided by the County, Monument assumes that the Project will require the acquisition of property rights from up to 20 owners. Monument will provide all acquisition services required for the County to purchase the right-of-way required to construct the Project. All tasks will be performed in accordance with applicable Federal, State and local regulations, and the County's internal policies and procedures. Specifically, Monument will:

- Provide all acquisition services in a timely, efficient manner and at a reasonable cost. Work shall be performed in accordance with all applicable Federal, State, and local regulations.
- Coordinate and manage the acquisition process with the County, legal counsel, design team, property owners, and tenants along with the title company, appraisers, and other consultants to insure effective cross-discipline communications.
- Review right-of-way plans, appraisal reports, title reports, appraisal maps and legal descriptions and all other pertinent documents.
- Prepare acquisition offer packages consisting of the County's written purchase offer, appraisal summary statement, acquisition brochure, acquisition agreement, conveying instruments (Grant Deed, Permanent and/or Temporary Easements, etc.), Certificate of Acceptance, recommendation of amount of Just Compensation, plat maps and legal descriptions, and Title VI Information.
- Monument's acquisition agent will meet personally with each property owner to present the County's purchase offer, explain the project design requirement, and inform him or her of the County's right-of-way acquisition process.
- Negotiate personally in good faith with each property owner, his/her agent or representative and discuss the valuation of the property interests, gather information for consideration and address any questions or concerns that may arise during the acquisition process.
- Establish and maintain an acquisition file for each property owner or property interest acquired and maintain a file checklist pursuant to the County's specifications.
- Promptly transmit executed documents (acquisition agreements, executed deeds, rental agreements, statements of information, offset statements, and the like) to the County for acceptance and processing. A report summarizing the pertinent information relative to the transaction will be included.
- Prepare and submit a Letter of Recommendation to the County for any proposed administrative settlements with property owners. The letter will include a chronology of the negotiation efforts, provide supporting evidence and documentation and an

explanation of the benefits and rationale behind the recommendation.

- Escrow Coordination – Coordinate opening of escrows, assist the escrow company in obtaining additional documentation as necessary to provide clear title to the County, supervise and review the closing of escrows, and review closing statements for completeness and accuracy. We will serve as liaison between the title company, escrow holder, and the County.
- Recommend condemnation action when negotiations have reached an impasse. The required justification will be submitted in writing to the County. Our primary goal will be to reach an acceptance of the offer with each property owner. We will work with the County in recommending solutions to achieve acceptance of the offer.
- Perform any other normal procedures and processes to implement the acquisition assignment and provide any other supporting information and/or correspondence required by the County.
- Provide bilingual acquisition agents, if necessary.
- Prepare all applicable forms, secure property owner's approval and signature and submit the forms to the County for review and acceptance.
- Upon completion of the acquisition process for each property or property interest, or at project completion, Monument will provide the County with the original acquisition file as well as electronic copy of files for future audit purposes.

Deliverables:

- Up to 20 executed Agreements and Deeds/Easements.

Assumptions

- 1) Preliminary Title Reports to be provided by others.
- 2) Appraisal mapping to be provided by others.
- 3) Project Management coordination to include one kickoff meeting and two status meetings per month for a six-month duration.
- 4) 60 Day negotiating period from date of first written offer.
- 5) One offer package per impacted property/owner.
- 6) Does not contain fees for condemnation support or utility coordination.
- 7) Number of acquisitions eligible for Waiver Valuations based upon available information and assumed impacts. Actual number of appraisals, reviews and Waiver Valuations may vary based on County request and/or further review.
- 8) Per Federal and State regulations, property owners may elect to receive a full appraisal report and review in place of a Waiver Valuation. Should this occur, fees will be adjusted accordingly.

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project.

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting the schedule provided in the proposal.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 13 on a labor fee plus expense basis with the task breakdown shown in the attached fee spreadsheet for a maximum fee of \$1,847,352.22.

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

We appreciate the opportunity to provide these services and look forward to working with you on this important project. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Sean Houck, PE
Project Manager
P.E. No.C59500

COUNTY OF SONOMA
Airport Boulevard Complete Streets Project

		Name	Kimley-Horn and Associates, Inc.																		
195.54%	Overhead%		Matt Weir	Sean Houck	Daniel Carley	Joe Podegracz	Hunter Young	Alex Jewell	Tyler Whaley	Robert Paderna	Sr. Professional III	Sr. Professional II	Sr. Professional I	Professional II	Professional I	Analyst II	Analyst I	Support Staff	TOTAL HOURS	TOTAL COST	
195.57%	Overhead% w/o FCCM		Principal-in-Charge	Project Manager	QC/QA Manager	Design Lead	Design Lead	Environmental Manager	Task Lead	Task Lead											
10%	Fee%	Direct Rate	\$104.18	\$98.62	\$73.52	\$64.34	\$76.94	\$89.92	\$88.46	\$88.94	\$112.26	\$89.42	\$73.38	\$63.94	\$56.40	\$47.08	\$43.04	\$40.48	Billing Rate		
			\$338.73	\$321.60	\$239.75	\$209.81	\$250.90	\$293.23	\$288.47	\$290.03	\$366.08	\$291.60	\$239.29	\$208.51	\$183.92	\$153.53	\$140.35	\$132.00			
Task 1	Project Management		8	164		40								60		40	20	68	400	\$ 94,286.90	
1.1	Project Management and Administration (16 months)		8	64														64	136	\$ 31,748.28	
1.2	Meetings and Coordination			60		40								20		40	20		180	\$ 40,806.47	
1.3	Public Meeting and Stakeholder Coordination			40										40				4	84	\$ 21,732.15	
Task 2	Intersection Control Evaluation Services			40	4	52						40		58	152	128	4	478	\$ 86,801.02		
2.1	Data Collection					12								10	20	12	4	58	\$ 9,639.69		
2.2	Concept Traffic Operations Analysis			8		10						40		16	60	40		174	\$ 32,010.86		
2.3	Develop Concept Level Layouts			12		20								32	40	20		124	\$ 22,888.88		
2.4	Intersection Control Evaluation			12		5									16	40		73	\$ 12,978.73		
2.5	ICE Memo Documentation			8	4	5									16	16		49	\$ 9,282.87		
Task 3	Surveying/Mapping/ROW Engineering			6		12								16				34	\$ 7,390.01		
3.1	Topographic Survey			2		8								8				18	\$ 3,793.03		
3.2	Right-of-Way Engineering			2		2								4				8	\$ 1,798.49		
3.3	Right-of-Way Acquisition			2		2								4				8	\$ 1,798.49		
Task 4	Utility Coordination			8		16	32			16		4		100	60	40		276	\$ 52,982.94		
4.1	Coordinate with various utility companies			4		8	16			8		4		40	20	20		120	\$ 23,700.21		
4.2	Relocation coordination			4		8	16			8				60	40	20		156	\$ 29,282.73		
Task 5	Geotechnical Engineering			4	4	8												16	\$ 3,923.86		
5.1	Geotechnical Engineering			4	4	8												16	\$ 3,923.86		
Task 6	Hydrology & Hydraulics			4	8	12			40					80	80			224	\$ 44,256.32		
6.1	Draft and Final Hydraulic and Stormwater Tech Memo			4	8	12			40					80	80			224	\$ 44,256.32		
Task 7	Environmental					2		32									44	8	86	\$ 17,034.39	
7.1	Biological Resources Report					1		4									4		9	\$ 1,944.13	
7.2	CEQA Document (NOE)					1		16									32	8	57	\$ 10,448.73	
7.3	Environmental Coordination and Meetings							12									8		20	\$ 4,641.53	
Task 8	Structure Need and Type Selection Report (NA)																				
Task 9	Preliminary Roundabout Design (35%/GAD)			100	12	160					24				164	360	160		980	\$ 185,280.75	
9.1	Not a Part																			\$ -	
9.2	Draft Prelim Engineering - Horizontal			40	4	60									80	160			344	\$ 65,689.24	
9.3	Draft Prelim Engineering - Vertical			24	4	60									60	160			308	\$ 56,865.32	
9.4	Roundabout Peer Review			4							16								20	\$ 7,143.61	
9.5	Roundabout Geometric Approval			32	4	40					8				24	40	160		308	\$ 55,582.58	
Task 10	65% PS&E (Assumed Roundabout)		2	88	40	128	96		40	44	48	80			216	448	630		1,860	\$ 351,639.40	
10.1	65% Plans			80		120	80		40	24	32	80			200	400	600		1,656	\$ 306,924.06	
10.2	65% Estimate			4		8	16			10						16	30		84	\$ 16,546.55	
10.3	Street Lighting Analysis			4						10					16	32			62	\$ 12,042.24	
10.4	Quality Control and Quality Assurance		2			40					16								58	\$ 16,126.54	
Task 11	95% PS&E		2	68	30	90	90		24	38	8	54			124	220	200		948	\$ 192,475.62	
11.1	95% Plans			60		80	40		16	24		40			100	180	200		740	\$ 143,453.72	
11.2	95% Technical Specifications			4			40		4	10		10							68	\$ 18,292.48	
11.3	95% Estimate			4		10	10		4	4		4			24	40			100	\$ 19,928.96	
11.4	Quality Control and Quality Assurance		2			30					8								40	\$ 10,800.46	
Task 12	Final (100%) PS&E		2	48	20	52	60		14	14		30			48	112	144		544	\$ 109,955.73	
12.1	Final Plans			40		40	24		8	8		24			40	100	120		404	\$ 78,455.81	
12.2	Final Technical Specifications			4		8	32		4	4		4							56	\$ 14,474.01	
12.3	Final Estimate			4		4	4		2	2		2			8	12	24		62	\$ 11,551.53	
12.4	Quality Control and Quality Assurance		2			20													22	\$ 5,474.39	

COUNTY OF SONOMA
Airport Boulevard Complete Streets Project

		Kimley-Horn and Associates, Inc.																				
196.54%	Overhead%	Name	Matt Weir	Sean Houck	Daniel Carley	Joe Podegracz	Hunter Young	Alex Jewell	Tyler Whaley	Robert Paderna	Sr. Professional III	Sr. Professional II	Sr. Professional I	Professional II	Professional I	Analyst II	Analyst I	Support Staff	TOTAL HOURS	TOTAL COST		
			Principal-in-Charge	Project Manager	QC/QA Manager	Design Lead	Design Lead	Environmental Manager	Task Lead	Task Lead												
195.57%	Overhead% w/o FCCM	Category/Title	\$104.18	\$98.62	\$73.52	\$64.34	\$76.94	\$89.92	\$88.46	\$88.94	\$112.26	\$89.42	\$73.38	\$63.94	\$56.40	\$47.08	\$43.04	\$40.48				
10%	Fee%	Direct Rate	\$339.73	\$321.60	\$239.75	\$209.81	\$250.90	\$293.23	\$288.47	\$290.03	\$366.08	\$291.60	\$239.29	\$208.51	\$183.92	\$153.53	\$140.35	\$132.00				
		Billing Rate																				
Task 13	Bid Support and Design Support During Construction		4	77	2	26	22		12	14		14			110	24			305	\$ 73,096.27		
13.1	Bid Support and Design Support During Construction		2	15			2		2	2		2			10				35	\$ 9,584.58		
13.2	Design Support During Construction		2	60		24	20		10	12		12			80				220	\$ 54,606.38		
13.3	Record Drawings			2	2	2									20	24			50	\$ 8,905.32		
	TOTAL HOURS		18	607	120	598	300	32	130	126	80	182	40	60	916	1,496	1,366	80	6,151			
	Subtotal Labor:		\$6,115.10	\$195,209.29	\$28,769.58	\$125,466.86	\$75,269.71	\$9,383.25	\$37,500.50	\$36,543.86	\$29,286.12	\$53,070.46	\$9,571.60	\$12,510.39	\$168,469.54	\$229,675.60	\$191,721.04	\$10,560.33		\$ 1,219,123.22		
	Other Direct Costs																			\$ 628,229.00		
	Labor Escalation																			\$ 61,565.72		
	Travel/Mileage/Fed Ex/Courier Services																			\$ 2,500.00		
	Outside Printing/Reproduction																			\$ 1,000.00		
	Traffic Counts (TBD)																			\$ 4,000.00		
	Monument - As needed - Assumes up to 20 parcels																			\$ 257,678.89		
	Sequoia Ecological Consulting, Inc.																			\$ 23,849.47		
	Miller Pacific Engineering Group																			\$ 112,376.51		
	Potholing (allowance)																			\$ 29,800.00		
	Unico																			\$ 135,458.41		
	TOTAL COST:																			\$ 1,847,352.22		

COST PROPOSAL 1
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant
Consultant Kimley-Horn and Associates, Inc.Project No. _____ Contract No. C24301 Date 3/10/2025**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal-in-Charge	Weir, Matthew D.	18	\$104.18	\$ 1,875.24
Project Manager	Houck, Sean T.	607	\$98.62	\$ 59,862.34
QC/QA Manager	Carley, Daniel C.	120	\$73.52	\$ 8,822.40
Design Lead	Podegracz, Anthony J.	598	\$64.34	\$ 38,475.32
Design Lead	Young, Hunter T.	300	\$76.94	\$ 23,082.00
Environmental Manager	Jewell, Alex H.	32	\$89.92	\$ 2,877.44
Task Lead	Whaley, Tyler J.	130	\$88.46	\$ 11,499.80
Task Lead	Paderna, Robert V.	126	\$88.94	\$ 11,206.44
Sr.Professional III	TBD	80	\$112.26	\$ 8,980.80
Sr.Professional II	TBD	182	\$89.42	\$ 16,274.44
Sr.Professional I	TBD	40	\$73.38	\$ 2,935.20
Professional II	TBD	60	\$63.94	\$ 3,836.40
Professional I	TBD	916	\$56.40	\$ 51,662.40
Analyst II	TBD	1496	\$47.08	\$ 70,431.68
Analyst I	TBD	1366	\$43.04	\$ 58,792.64
Support Staff	TBD	80	\$40.48	\$ 3,238.40

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 373,852.94
b) Anticipated Salary Increases (see Anticipated Salary Increases page for calculation)	\$ 18,879.57
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 392,732.51

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>0.00%</u>)	e) Total Fringe Benefits [(c) x (d)]	\$ -
f) FCCM (Rate: <u>0.97%</u>)	g) FCCM [(c) x (f)]	\$ 3,809.51
h) Overhead (Rate: <u>195.57%</u>)	i) Overhead [(c) x (h)]	\$ 768,066.98
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]		\$ 771,876.48

FIXED FEE	k) TOTAL FIXED FEE [(c) + (e) + (i)* fixed fee <u>10%</u>]	\$ 116,079.95
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l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE

Description of Item	Quantity	Unit	Unit Cost	Total
Travel/Mileage/Fed Ex/Courier Services			\$0.00	\$ 2,500.00
Outside Printing/Reproduction			\$0.00	\$ 1,000.00
Traffic Counts (TBD)			\$0.00	\$ 4,000.00
Potholing (allowance)			\$0.00	\$ 29,800.00

l) **TOTAL OTHER DIRECT COSTS** \$ **37,300.00****m) SUBCONSULTANTS' COSTS**

Subconsultant 1:	Monument - As needed - Assumes up to 20 parcels	\$ 257,678.89
Subconsultant 2:	Sequoia Ecological Consulting, Inc.	\$ 23,849.47
Subconsultant 3:	Miller Pacific Engineering Group	\$ 112,376.51
Subconsultant 4:	Unico	\$ 135,458.41

(m) **TOTAL SUBCONSULTANTS' COSTS** \$ **529,363.28**(n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$ **566,663.28****TOTAL COST [(c) + (j) + (k) + (n)]** \$ **1,847,352.22**

COST PROPOSAL 1**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)**1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$ 373,852.94	/ 6151	= \$60.78	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate	Proposed Escalation			
Year 1	\$60.78	+	5%	=	\$63.82 Year 2 Avg Hourly Rate
Year 2	\$63.82	+	5%	=	\$67.01 Year 3 Avg Hourly Rate
Year 3	\$67.01	+	5%	=	\$70.36 Year 4 Avg Hourly Rate
Year 4	\$70.36	+	5%	=	\$73.88 Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Period	Total Hours per Cost Proposal	Total Hours per Period	
Year 1	20.00%	*	6151	= 1230.2 Estimated Hours Year 1
Year 2	60.00%	*	6151	= 3690.6 Estimated Hours Year 2
Year 3	20.00%	*	6151	= 1230.2 Estimated Hours Year 3
Year 4	0.00%	*	6151	= 0 Estimated Hours Year 4
Year 5	0.00%	*	6151	= 0 Estimated Hours Year 5
Total	100%		Total	= 6151

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

	Avg Hourly Rate (calculated above)	Estimated Hours (calculated above)	Cost Per Period	
Year 1	\$60.78	*	1230.2	= \$74,770.59 Estimated Hours Year 1
Year 2	\$63.82	*	3690.6	= \$235,527.35 Estimated Hours Year 2
Year 3	\$67.01	*	1230.2	= \$82,434.57 Estimated Hours Year 3
Year 4	\$70.36	*	0	= \$0.00 Estimated Hours Year 4
Year 5	\$73.88	*	0	= \$0.00 Estimated Hours Year 5

Total Direct Labor Cost with Escalation	=	\$392,732.51
Direct Labor Subtotal before escalation	=	\$373,852.94
Estimated total of Direct Labor Salary	=	\$18,879.57 Transfer to Page 1

Period 1 = Contract inception through 6/30/24 Period 2 = 7/1/24 through 6/30/25

Period 3 = 7/1/25 through 6/30/26 Period 4 = 7/1/26 through 6/30/27 Period 5 = 7/1/27 through 6/30/28

COST PROPOSAL 1

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this

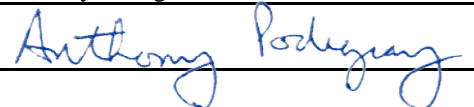
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) -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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Anthony Podegracz Title*: Vice President

Signature:  Date of Certification (mm/dd/yyyy): 3/10/2025

Email: anthony.podegracz@kimley-horn.com Phone Number: 916-858-5800

Address: 555 Capitol Mall, Suite 300, Sacramento, CA 95814

*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

COST PROPOSAL 1
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant
Consultant MonumentProject No. _____ Contract No. _____ Date 2/19/25**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal In Charge	Bob Morrison	36	\$111.42	\$ 4,011.12
Sr. Project Manager		124	\$88.05	\$ 10,918.20
Sr. Analyst		165	\$63.65	\$ 10,502.25
Agent		645	\$43.26	\$ 27,902.70
Project Coordinator		276	\$38.46	\$ 10,614.96
Professional Staff		145	\$29.81	\$ 4,322.45
Project Controls		10	\$52.88	\$ 528.80
				\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 68,800.48
b) Anticipated Salary Increases (see Anticipated Salary Increases page for calculations)	\$ 6,021.76
c) Total Direct Labor Costs [(a) + (b)]	\$ 74,822.24

INDIRECT COSTS

d) Fringe Benefits	(Rate: <u>50.00%</u>)	e) Total Fringe Benefits [(c) x (d)]	<u>\$ 37,411.12</u>
f) Overhead	(Rate: <u>51.30%</u>)	g) Overhead [(c) x (f)]	<u>\$ 38,383.81</u>
h) General and Administrative	(Rate: _____)	i) Gen & Admin [(c) x (h)]	<u>\$ -</u>
j) Total Indirect Costs [(e) + (g) + (i)]			\$ 75,794.93

FIXED FEE

k) **TOTAL FIXED FEE [(c) + (j)]* fixed fee 10%]** **\$ 15,061.72**

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

Description of Item	Quantity	Unit	Unit Cost	Total
Appraisals	10	Each	\$6,000.00	\$ 60,000.00
Appraisal Reviews	10	Each	\$3,000.00	\$ 30,000.00
Mileage	Actual		Federal Rate	\$1,000
Postage	Actual		Federal Rate	\$1,000

l) TOTAL OTHER DIRECT COSTS **\$ 92,000.00**

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

Subconsultant 1:	\$
Subconsultant 2:	\$
Subconsultant 3:	\$
Subconsultant 4:	\$
(m) TOTAL SUBCONSULTANTS' COSTS	\$ -

COST PROPOSAL 1

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]	\$	92,000.00
TOTAL COST [(c) + (j) + (k) + (n)]	\$	257,678.89
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)		

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$68,800.48	/ 1401	= \$49.11	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate	Proposed Escalation			
Year 1	\$49.11	+	5%	=	\$51.56 Year 2 Avg Hourly
Year 2	\$51.56	+	5%	=	\$54.14 Year 3 Avg Hourly
Year 3	\$54.14	+	5%	=	\$56.85 Year 4 Avg Hourly Rate
Year 4	\$56.85	+	5%	=	\$59.69 Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Period	Total Hours per Cost Proposal	Total Hours per Period	
Year 1	10.00%	* 1401	= 140.1	Estimated Hours Year 1
Year 2	30.00%	* 1401	= 420.3	Estimated Hours Year 2
Year 3	40.00%	* 1401	= 560.4	Estimated Hours Year 3
Year 4	20.00%	* 1401	= 280.2	Estimated Hours Year 4
Year 5	0.00%	* 1401	= 0	Estimated Hours Year 5
Total	100%	Total	= 1401	

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

	Avg Hourly Rate (calculated above)	Estimated Hours (calculated above)	Cost Per Period	
Year 1	\$49.11	* 140.1	= \$6,880.05	Estimated Hours Year 1
Year 2	\$51.56	* 420.3	= \$21,672.15	Estimated Hours Year 2
Year 3	\$54.14	* 560.4	= \$30,341.01	Estimated Hours Year 3
Year 4	\$56.85	* 280.2	= \$15,929.03	Estimated Hours Year 4
Year 5	\$59.69	* 0	= \$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation			= \$74,822.24	
Direct Labor Subtotal before escalation			= \$68,800.48	
Estimated total of Direct Labor Salary Increase			= \$6,021.76	Transfer to Page 1

COST PROPOSAL 1

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, 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
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

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

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost

Prime Consultant or Subconsultant Certifying:

Name: Bob Morrison Title*: Vice President

Signature:  Date of Certification (mm/dd/yyyy): 2/19/25

Email: bmorrison@monumentrow.com Phone Number: 916.398.4073

Address: 200 Spectrum Center Suite 300, Irvine CA 92618

*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:

Waiver Valuations
Appraisals
Appraisal Reviews
Acquisition/Negotiations
Escrow Coordination

COST PROPOSAL 1
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☐ Prime Consultant☒ Subconsultant☐ 2nd Tier SubconsultantConsultant Sequoia Ecological Consulting, Inc.

Project No. _____

Contract No. _____

Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Sr. Principal		8	\$96.00	\$ 768.00
Program Manager		17	\$77.00	\$ 1,309.00
Project Manager 1		22	\$50.00	\$ 1,100.00
GIS Analyst		18	\$45.00	\$ 810.00
Project Biologist		43	\$41.00	\$ 1,763.00
				\$ -
				\$ -
				\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 5,750.00

b) Anticipated Salary Increases (see Anticipated Salary Increases page for calculations)

\$ -

c) **Total Direct Labor Costs [(a) + (b)]** \$ **5,750.00****INDIRECT COSTS**d) Fringe Benefits (Rate: 80.49%)

e) Total Fringe Benefits [(c) x (d)] \$ 4,628.18

f) Overhead (Rate: 83.09%)

g) Overhead [(c) x (f)] \$ 4,777.68

h) General and Administrative (Rate: 112.38%)

i) Gen & Admin [(c) x (h)] \$ 6,461.85

j) **Total Indirect Costs [(e) + (g) + (i)]** \$ **15,867.70****FIXED FEE**k) **TOTAL FIXED FEE [(c) + (j)]* fixed fee 10%** \$ **2,161.77****l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	100	miles	\$0.70	\$ 70.00
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -

l) **TOTAL OTHER DIRECT COSTS** \$ **70.00****m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

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

(m) **TOTAL SUBCONSULTANTS' COSTS** \$ **-**(n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$ **70.00****TOTAL COST [(c) + (j) + (k) + (n)]** \$ **23,849.47**

COST PROPOSAL 1**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)****1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 5,750.00	/	108	=	\$53.24	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$53.24	+	5%	=	\$55.90	Year 2 Avg Hourly
Year 2	\$55.90	+	5%	=	\$58.70	Year 3 Avg Hourly
Year 3	\$58.70	+	5%	=	\$61.63	Year 4 Avg Hourly Rate
Year 4	\$61.63	+	5%	=	\$64.71	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1	100.00%	*	108	=	108	Estimated Hours Year 1
Year 2	0.00%	*	108	=	0	Estimated Hours Year 2
Year 3	0.00%	*	108	=	0	Estimated Hours Year 3
Year 4	0.00%	*	108	=	0	Estimated Hours Year 4
Year 5	0.00%	*	108	=	0	Estimated Hours Year 5
Total	100%		Total	=	108	

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

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	
Year 1	\$53.24	*	108	=	\$5,750.00	Estimated Hours Year 1
Year 2	\$55.90	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$58.70	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$61.63	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$64.71	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$5,750.00	
Direct Labor Subtotal before escalation				=	\$5,750.00	
Estimated total of Direct Labor Salary Increase				=	\$0.00	Transfer to Page 1

COST PROPOSAL 1

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, 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
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

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

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost

Prime Consultant or Subconsultant Certifying:

Name: Bill Montana Title*: CFO

Signature: William A. Montana Date of Certification (mm/dd/yyyy): 2/19/2025

Email: bmontana@sequoiaeco.com Phone Number: 925-858-5500

Address: 1342 Creekside Drive, Walnut Creek, CA 94596

*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:

Environmental Consulting Services

SAMPLE COST PROPOSAL 1
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☐ Prime Consultant

☒ Subconsultant

☐ 2nd Tier Subconsultant

Consultant Miller Pacific Engineering Group

Project No. C24207 (County No.)

Contract No. TBD

Date 2/19/2025

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Scott Stephens	15	\$99.04	\$ 1,485.60
Associate Engineer	Rusty Arend	40	\$74.28	\$ 2,971.20
Project Geologist	Zoe Stephens	60	\$59.42	\$ 3,565.20
Staff Geologist	Rachel Anderson	25	\$43.33	\$ 1,083.25
Engineering Technician	Ben Caldwell	25	\$47.04	\$ 1,176.00
Inspector, Prev. Wage	Geoff Arend	75	\$73.71	\$ 5,528.25
Inspector, Prev. Wage	Luka Basich	75	\$76.04	\$ 5,703.00
Inspector, Prev. Wage	Erik Gruber	50	\$75.43	\$ 3,771.50

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 25,284.00

b) Anticipated Salary Increases (see Anticipated Salary Increases page for calculations)

\$ 1,841.01

c) **Total Direct Labor Costs [(a) + (b)]** **\$ 27,125.01**

INDIRECT COSTS

d) Fringe Benefits (Rate: 99.61%)

e) Total Fringe Benefits [(c) x (d)] \$ 27,019.22

f) Overhead (Rate: 80.55%)

g) Overhead [(c) x (f)] \$ 21,849.19

h) General and Administrative (Rate: 10.00%)

i) Gen & Admin [(c) x (h)] \$ 2,712.50

j) **Total Indirect Costs [(e) + (g) + (i)]** **\$ 51,580.91**

FIXED FEE

k) **TOTAL FIXED FEE [(c) + (j)]* fixed fee 10%** **\$ 7,870.59**

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

Description of Item	Quantity	Unit	Unit Cost	Total
Drilling Permit Fees	1	Each	\$1,200.00	\$ 1,200.00
Mileage Reimbursement	2500	Miles	\$0.70	\$ 1,750.00
Field Density Tests	200	Each	\$10.00	\$ 2,000.00
Vehicle Hours	250	Each	\$9.00	\$ 2,250.00

l) **TOTAL OTHER DIRECT COSTS** **\$ 7,200.00**

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

Subconsultant 1:	City Wise Traffic Control	\$ 7,800.00
Subconsultant 2:	Clearheart Drilling	\$8,400
Subconsultant 3:	Environmental Technical Services	\$ 2,400.00
Subconsultant 4:		\$

(m) **TOTAL SUBCONSULTANTS' COSTS** **\$ 18,600.00**

(n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** **\$ 25,800.00**

TOTAL COST [(c) + (j) + (k) + (n)] **\$ 112,376.51**

SAMPLE COST PROPOSAL 1

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$25,284.00	/ 365	= \$69.27	Year 1 Avg Hourly Rate

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

Avg Hourly Rate	Proposed Escalation		
Year 1 \$69.27	+ 5%	=	\$72.73 Year 2 Avg Hourly
Year 2 \$72.73	+ 5%	=	\$76.37 Year 3 Avg Hourly
Year 3 \$76.37	+ 5%	=	\$80.19 Year 4 Avg Hourly Rate
Year 4 \$80.19	+ 5%	=	\$84.20 Year 5 Avg Hourly Rate

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

Estimated % Completed Each Period	Total Hours per Cost Proposal	Total Hours per Period	
Year 1 30.00%	* 365	= 109.5	Estimated Hours Year 1
Year 2 30.00%	* 365	= 109.5	Estimated Hours Year 2
Year 3 20.00%	* 365	= 73	Estimated Hours Year 3
Year 4 10.00%	* 365	= 36.5	Estimated Hours Year 4
Year 5 10.00%	* 365	= 36.5	Estimated Hours Year 5
Total 100%	Total	= 365	

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

Avg Hourly Rate (calculated above)	Estimated Hours (calculated above)	Cost Per Period	
Year 1 \$69.27	* 109.5	= \$7,585.20	Estimated Hours Year 1
Year 2 \$72.73	* 109.5	= \$7,964.46	Estimated Hours Year 2
Year 3 \$76.37	* 73	= \$5,575.12	Estimated Hours Year 3
Year 4 \$80.19	* 36.5	= \$2,926.94	Estimated Hours Year 4
Year 5 \$84.20	* 36.5	= \$3,073.29	Estimated Hours Year 5
Total Direct Labor Cost with Escalation		= \$27,125.01	
Direct Labor Subtotal before escalation		= \$25,284.00	
Estimated total of Direct Labor Salary Increase		= \$1,841.01	Transfer to Page 1

COST PROPOSAL 1

Certification of Direct Costs:



I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, 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
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

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

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost

Prime Consultant or Subconsultant Certifying:

Name:	<u>Rusty Arend</u>	Title*:	<u>Project Manager, Associate Engineer</u>
Signature:		Date of Certification (mm/dd/yyyy):	<u>6/30/2025</u>
Signature:	 Scott Stephens		
Email:	<u>rarend@millerpac.com</u>	Phone Number:	<u>(707)888-3004</u>
Address:	<u>PO Box 2802, Novato Ca 94948 Physical Address: 504 Redwood Blvd , Suite 220, Novato CA 94947</u>		

*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:

Geologic and Geotechnical Services

COST PROPOSAL 1
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-Ups are Not Allowed

☐ Prime Consultant☒ Subconsultant☐ 2nd Tier SubconsultantConsultant: UNICO Engineering

Project No. _____ Contract No. _____

Date February 19, 2025Project Name County of Sonoma - Airport Boulevard Complete Streets**DIRECT LABOR**

Classification/Title	Name	Range	Hours	Actual Hr Rate	Total
Survey Manager	Rob Markes	\$85.00 - \$105.00	40	\$ 92.40	\$ 3,696.00
Senior Land Surveyor	Ryan Ming, PLS	\$70.00 - \$100.00	144	\$ 74.80	\$ 10,771.20
Land Surveyor	Todd Jordan, PLS	\$50.00 - \$70.00	8	\$ 56.00	\$ 448.00
Land Surveyor	Roy Porter, LSIT	\$40.00 - \$60.00	148	\$ 42.00	\$ 6,216.00
Party Chief **	STAFF	\$85.00 - \$105.00	96	\$ 86.02	\$ 8,257.92
Rodman **	STAFF	\$80.00 - \$100.00	80	\$ 78.55	\$ 6,284.00
Survey Technician/Drafter	STAFF	\$30.00 - \$50.00	56	\$ 33.50	\$ 1,876.00
			572		

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 37,549.12

b) Anticipated Salary Increases

\$938.73

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** **\$ 38,487.85****INDIRECT COSTS**d) Fringe Benefits (Rate: 0.00%)

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

f) Overhead (Rate: 149.95%)

g) Overhead [(c) x (f)] \$ 57,712.53

h) General and Administrative (Rate: 0.00%)

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

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** **\$ 57,712.53****FIXED FEE**k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 10%** **\$ 9,620.04****l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
ODC - Per Diems	16	per Night	\$ 243.00	\$ 3,888.00
ODC - Aerial Topographic Mapping	1		\$14,500.00	\$ 14,500.00
ODC - Title Reports	15		\$750.00	\$ 11,250.00
i) TOTAL OTHER DIRECT COSTS				\$ 29,638.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)m) **TOTAL SUBCONSULTANTS' COSTS** **\$ -**n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** **\$ 29,638.00****TOTAL COST [(c) + (j) + (k) + (n)]** **\$ 135,458.41****NOTES:**1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.

2. The cost proposal format shall not be amended. 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.

3. Anticipated salary increases calculation (page 2) must accompany.

COST PROPOSAL 1
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$37,549.12	572	=	\$65.65	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$65.65	+	5.0%	=	\$68.93	Year 2 Avg Hourly Rate
Year 2	\$68.93	+	5.0%	=	\$72.37	Year 3 Avg Hourly Rate
Year 3	\$72.37	+	5.0%	=	\$75.99	Year 4 Avg Hourly Rate
Year 4	\$75.99	+	5.0%	=	\$79.79	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	50.0%	*	572	=	286	Estimated Hours Year 1
Year 2	50.0%	*	572	=	286	Estimated Hours Year 2
Year 3	0.0%	*	572	=	0	Estimated Hours Year 3
Year 4	0.0%	*	572	=	0	Estimated Hours Year 4
Year 5	0.0%	*	572	=	0	Estimated Hours Year 5
Total	100.0%		Total	=	572	

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	\$65.65	*	286	=	\$18,774.56	Estimated Hours Year 1
Year 2	\$68.93	*	286	=	\$19,713.29	Estimated Hours Year 2
Year 3	\$72.37	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$75.99	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$79.79	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$38,487.85	
Direct Labor Subtotal before Escalation				=	\$37,549.12	
Estimated total of Direct Labor Salary Increase				=	\$938.73	Transfer to Page 1

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.

NOTES:

COST PROPOSAL 1


Certification of Direct Costs:

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

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

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

Prime Consultant or Subconsultant Certifying:

Name**:	<u>Cesar Montes de Oca</u>	Title**:	<u>President</u>
Signature:		Date of Certification (mm/dd/yyyy):	<u>2/19/2025</u>
Email**:	<u>cesar@unicoengineering.com</u>	Phone Number:	<u>916-900-6623</u>
Address:	<u>80 Blue Ravine Road. Suite 250. Folsom, CA 95630</u>		

**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:

Survey

Exhibit B

Insurance Requirements

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Consultant has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
- d. **The County of Sonoma, its Officers, Agents, and Employees** shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory

with, any insurance or self-insurance program maintained by them.

- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limits: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If Consultant’s services include: (1) programming, customization, or maintenance of software; or (2) access to individuals’ private, personally identifiable information, the insurance shall cover:
 - i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and
 - ii. Claims against Consultant arising from the negligence of Consultant, Consultant’s employees and Consultant’s subcontractors.
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- f. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

6. Documentation

- a. The Certificate of Insurance must include the following reference: **Airport Boulevard Complete Streets Project (C24207).**
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is:
Sonoma County Public Infrastructure
Attn: Hunter McLaughlin
400 Aviation, Suite 100
Santa Rosa, California 95403
Hunter.McLaughlin@sonoma-county.org
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8. Material Breach

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.