

CITY OF YUBA CITY
STAFF REPORT

Date: December 20, 2022
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: On-Call Professional Traffic Engineering Services Contract Award

Recommendation: Adopt a Resolution authorizing the City Manager to sign an Agreement for Professional Services and task orders with Fehr and Peers for an on-call Professional Traffic Engineering Services Contract for a three-year term (with an optional two-year term extension) for an amount not to exceed \$600,000, subject to review and approval as to legal form by the City Attorney

Fiscal Impact: Agreement will be for an amount not to exceed a total cost of \$600,000 for the three-year term (with an optional two-year term extension). Funding will come from Capital Improvement Program projects and Operating professional services budgets

Purpose:

To facilitate the City's ability to plan and implement transportation projects for safe and efficient traffic circulation.

Council's Strategic Goal:

This project addresses City Council's Strategic Goal of improving the City's Infrastructure.

Background:

The City periodically relies on consultant services to provide specific expertise for particular projects in the areas of traffic engineering. In the past, staff has used on-call professional services to support various planning and capital improvement projects to augment City staff. On-call traffic engineering services may be used for a variety of services including, but not limited to the following:

- Develop a scope of work, plans, and an engineer's cost estimate and contract bid documents for new permanent signal installations, modifications to existing signals, flashing beacons, and Intelligent Transportation Systems installations in conformance with Caltrans standards.
- Assist Capital Improvement Project or Private Development environmental review by preparing or reviewing technical studies for traffic impacts of proposed improvements.
- Perform traffic signal optimization tasks, including investigating existing conditions and developing traffic signal timing plans in conformance with Manual on Uniform Traffic Control

Devices standards.

- Perform engineering studies as defined in the California Vehicle Code for the review of all speed zones adopted by ordinance, analyze speed data, and recommend speed limit changes and safety-related improvements.
- Perform Intersection Control Evaluations to determine the most appropriate intersection control at a requested intersection, including multi-way stops, traffic signals, roundabouts, and others as appropriate.
- Prepare various safety studies based on documented crash history, including recommendations for potential improvements.
- Conduct vehicle, bicyclist, and pedestrian counts as needed.

In addition, on-call traffic engineering services may be used to support staff in delivering the following Highway Safety Improvement Program (HSIP) projects:

- HSIPL-5163(041) – Citywide Signal Hardware Upgrades Project
- HSIPL-5163(042) – Arterial/Collector Signs Upgrade Project
- HSIPL-5163(043) – Crosswalk Upgrades for Pedestrian Safety Project
- HSIPL-5163(044) – Hardware Improvements for SHS Intersections Project
- LRSPL-5163(046) –Local Roadway Safety Plan

Currently, staff submits individual solicitations for traffic engineering services on a project-by-project basis. This process increases the time and costs necessary to complete each task. Staff, therefore, issued a Request for Qualifications (RFQ) for On-Call Professional Traffic Engineering Services to augment staff time and help deliver projects and services more efficiently.

Analysis:

On September 14, 2022, Staff issued an RFQ for On-Call Professional Traffic Engineering Services. On October 12, 2022, the City received Proposals from the following six (6) firms in response to the RFQ:

- EXP
- Fehr & Peers
- Interwest Consulting Group
- Kimley-Horn and Associates, Inc.
- TJKM Transportation Consultants
- W-Trans

The statements of qualifications were reviewed by an evaluation panel of three (3) Engineering staff members. After reviewing all of the proposals and scoring each proposal, the panel ranked the consultants in the following order:

- Fehr & Peers
- TJKM Transportation Consultants
- Kimley-Horn and Associates, Inc.
- W-Trans
- EXP
- Interwest Consulting Group

Given the City's growth, there is a need for increased traffic engineering services. The on-call contract

with Fehr and Peers provides as-needed traffic engineering services for three (3) years. If services are needed beyond the initial term, the City will have the option to extend the contract for an additional two years. This enables staff to reduce time on repeated solicitations for qualifications and review of proposals. Given the City's growth, it also expands the City's ability to provide increased traffic engineering services and expedite project delivery.

Fiscal Impact:

Potentially up to a total cost of \$600,000 over a three-year term with the option to extend the term up to an additional two years.

All work to be performed under the proposed contract will be programmed and appropriated in the fiscal year Capital Improvement Program and Operating budgets in which the work is to be performed. Since this will be a multi-year contract, future work will be included in future Capital Improvement Program budgets.

Alternatives:

1. Approve the recommended action.
2. Do not approve the recommended action.

Alternative 2 is not recommended because an on-call traffic engineering consultant is necessary for staff to complete work that may be beyond current staffing levels and/or within expedited timeframes. The City could continue to solicit traffic engineering services on a project-by-project basis. However, this would increase the time and cost necessary to complete project-specific tasks.

Recommendation:

Adopt a Resolution authorizing the City Manager to sign an Agreement for Professional Services and task orders with Fehr and Peers for an on-call Professional Traffic Engineering Services Contract for a three-year term (with an optional two-year term extension) for an amount not to exceed \$600,000, subject to review and approval as to legal form by the City Attorney.

Attachments:

1. Resolution - On-Call Professional Traffic Engineering Services Contract Award
2. Exhibit A - Draft Professional Services Agreement

Prepared By:
David Giongco
Deputy Public Works Director - Engineering

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND
BETWEEN THE CITY OF YUBA CITY AND FEHR & PEERS OF
ROSEVILLE, CA FOR ON-CALL TRAFFIC ENGINEERING SERVICES,
AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON
BEHALF OF THE CITY, SUBJECT TO REVIEW AND APPROVAL AS
TO LEGAL FORM BY THE CITY ATTORNEY**

WHEREAS, a professional services agreement regarding on-call traffic engineering services, by and between the City of Yuba City and Fehr & Peers has been reviewed by the City Council; and,

NOW, THEREFORE, be it resolved by the City Council of the City of Yuba City as follows:

1. The foregoing recitals are true and correct and are incorporated as if set forth in full.
2. The City Council approves an agreement with Fehr & Peers, in the total amount not to exceed \$600,000 for traffic engineering services, with the finding that it is in the best interests of the City. The Council further authorizes the City Manager to execute an agreement with Fehr & Peers in substantially the same material terms and conditions as the draft agreement attached as Exhibit "A" to this Resolution, subject to approval as to legal form by the City Attorney. The term of said agreement shall be for three years, and the City Manager is authorized to extend the term thereof up to two additional years, subject to approval as to legal form by the City Attorney.
3. This Resolution shall take effect immediately upon passage.

AYES:

NOES:

ABSENT:

Wade Kirchner, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibit A: Draft Professional Services Agreement

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of _____, by and between the City of Yuba City, a municipal corporation ("City") and **Fehr & Peers** ("Consultant").

RECITALS

- A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and**
- B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein; and**
- C. City desires to retain Consultant to render professional services as set forth in this Agreement.**

AGREEMENT

1. Scope of Services. The Consultant shall furnish the following services set forth in Attachment A, entitled "Scope of Services."
2. Time of Performance. This contract shall go into effect on _____, contingent upon approval by the City. The services of Consultant shall commence within 7 calendar days of Consultant receiving Notice to Proceed from the City and shall continue until all authorized work is completed and approved by the City. The initial term of this Agreement shall be for a period of three years, commencing on the date of contract execution by all parties, and terminating three years thereafter. The term of this Agreement may be extended at the option of the City for two successive one-year periods. Consultant is advised that any recommendation for contract award is not binding on the City until the contract is fully executed and approved by the City.
3. Method of Payment. The CONSULTANT shall be compensated for services provided to the THE CITY for this AGREEMENT periodically in the amounts, manner, and in accordance with the payment schedule as set forth in Attachment B, entitled "Compensation."

THE CITY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated

costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds THE CITY'S approved overhead rate set forth in the Cost Proposal. In the event, that THE CITY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by THE CITY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in this Section shall not be exceeded, unless authorized by AGREEMENT amendment.

The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

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.

Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, THE CITY shall have the right to delay payment or terminate this AGREEMENT.

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

CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by THE CITY'S Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due THE CITY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to THE CITY'S Contract Administrator at the following address:

David Giongco
Public Works Department
City of Yuba City
1201 Civic Center Blvd
Yuba City, CA 95993
(530) 822-7685

The total amount payable by THE CITY shall not exceed \$600,000.00.

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.

4. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City.
5. Termination. This AGREEMENT may be terminated by THE CITY, provided that THE CITY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, THE CITY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

THE CITY may temporarily suspend this AGREEMENT, at no additional cost to THE CITY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If THE CITY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to THE CITY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.

In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, THE CITY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

6. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees, agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon request.
7. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regards to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.
8. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant, which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

9. Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

Consultant shall maintain all documents and records which demonstrated performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

10. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
- b. Possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(B)(2).)

11. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

12. Conflict of Interest. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with THE CITY that may have an impact upon the outcome of this AGREEMENT or any ensuing THE CITY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing THE CITY construction project which will follow.

CONSULTANT certifies that it has disclosed to THE CITY 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 THE CITY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either THE CITY ordinance or State law.

The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

13. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

14. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.
15. State Prevailing Wage Rates. 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 DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

The 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:

(<https://dot.ca.gov/programs/construction/labor-compliance>). 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 THE CITY construction sites, at THE CITY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve THE CITY 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 website at <http://www.dir.ca.gov>.

Payroll Records

- a. 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:
 - i. The information contained in the payroll record is true and correct.

- ii. 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.
- b. 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 THE CITY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - i. 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.
 - ii. 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 THE CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to THE CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - iii. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the THE CITY Contract Administrator by both email and regular mail on the business day following receipt of the request.
- c. Each 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.
- d. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by THE CITY 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 the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

- e. The CONSULTANT shall inform THE CITY 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.
- f. The 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 the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to THE CITY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by THE CITY 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.

When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the THE CITY Contract Administrator.

Penalty

- a. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the THE CITY 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 the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
- b. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the 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 the CONSULTANT or Subconsultant had knowledge

of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

- c. 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 the CONSULTANT or Subconsultant.
- d. 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:
 - i. 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.
 - ii. 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.
 - iii. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the 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.
 - iv. 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.

- e. Pursuant to Labor Code §1775, THE CITY shall notify the 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.
- f. If THE CITY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if THE CITY 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, the 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 THE CITY.

Hours of Labor – Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the THE CITY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the 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.

Employment of Apprentices

- a. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the 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.
- b. CONSULTANTs 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. The CONSULTANT is responsible for all subconsultants' compliance

with these requirements. Penalties are specified in Labor Code §1777.7.

16. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature, which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of Yuba City business license.
17. Indemnity. Consultant agrees to defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs, including attorney fees and expenses in connection therein), arising out of the performance of this Agreement in whole or in part by any negligent act or omission of the Consultant, or anyone directly or indirectly employed by the Consultant or anyone for whose acts the Consultant may be liable, or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.
18. Insurance Requirements. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, necessary insurance policies as described in Attachment C.
19. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City	David Giongco Public Works Department City of Yuba City 1201 Civic Center Blvd Yuba City, CA 95993 (530) 822-7685
If to Consultant:	John Gard Principal Fehr & Peers 1013 Galleria Blvd, St3 255 Roseville, CA 95678 916-773-1900

20. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.
21. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
22. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under the Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
23. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
24. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
25. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Sutter.
26. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
27. Disputes. Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- a. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of THE CITY's Contract Administrator and (Insert Department Head or Official), who may consider written or verbal information submitted by CONSULTANT.
- b. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by THE CITY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- c. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

28. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

29. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

30. Prohibited Interest. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.

31. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national

origin, handicap, ancestry, sex or age. Such non- discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF YUBA CITY:

CONSULTANT:

By: _____

By: _____

**Diana Langley
City Manager**

**Ronald Milam
Principal**

Approved as to legal form:

By: _____

**Shannon L. Chaffin
City Attorney
City of Yuba City**

- Attachments: Attachment A – Scope of Services
- Attachment B - Compensation
- Attachment C – Insurance Requirements

Attachment A

Scope of Services

Upon request by the City and under City direction, the Provider shall provide On-call Traffic Engineering Services for a variety of local, state, and federally-funded projects in accordance with applicable local, state and federal regulations. Typical projects requiring traffic services may include new construction, or maintenance and improvements of existing public infrastructure, including but not limited to: roadways, bridges, bikeways, traffic signals, roundabouts, and related studies. As Capital Improvement Program or private development review projects become available for assignment, project-specific task orders be issued.

The following are services that may be requested:

- Signals and Intelligent Transportation System (ITS) Installations
 - Develop a scope of work, plans, and an engineer's cost estimate and contract bid documents for a new permanent signal installations; modifications to existing signals, flashing beacons, and ITS Installations in conformance with Caltrans standards.
 - Deliverables
 - Conceptual layout exhibits
 - Construction documents (65% / 95% / final plan submittals)
 - Construction cost estimates and project specifications
- Local Development and Environmental Review
 - Assist Capital Improvement Project or Private Development environmental review by preparing or reviewing technical studies for traffic impacts of proposed improvements.
 - Deliverables
 - Transportation Impact Study (or Local Transportation Analysis) reports
 - Technical memoranda

- Traffic Signal Optimization
 - Perform traffic signal optimization tasks including Investigating existing conditions and develop traffic signal timing plans in conformance with MUTCD standards.
 - Deliverables
 - Traffic operations analysis
 - Technical memoranda
 - Traffic signal timings
- Engineering Studies and Safety-Related Improvements
 - Perform engineering studies as defined in the California Vehicle Code for the review of all speed zones adopted by ordinance, analyze speed data, and recommend speed limit changes and safety-related improvements.
 - Deliverables
 - Engineering & Traffic Survey (E&TS)
 - Traffic safety field investigations
 - Conceptual improvement drawings
 - Technical memoranda
- Intersection Control Evaluations
 - Perform Intersection Control Evaluations for the determination of the most appropriate intersection control at a requested intersection including multi-way stops, traffic signals, roundabouts, and others as appropriate.
 - Deliverables
 - Intersection Control Evaluation (ICE) report
 - Technical memoranda

- Safety Studies
 - Prepare various safety studies based on documented crash history including recommendations for potential improvements.
 - Deliverables
 - Technical memoranda
 - Conceptual improvement drawings
 - Local roadway safety plan (LRSP)
- Vehicle, Bicyclist, and Pedestrian Counts
 - Perform vehicular, pedestrian, and bicycle counts to establish existing conditions.

Attachment B

Compensation

Compensation for services shall be in accordance with the specified rates of compensation, shown on the following pages.

EXHIBIT 10-H2 COST PROPOSAL

Note: Mark-ups are Not Allowed

Consultant: Fehr & Peers



Prime Consultant

Subconsultant



2nd Tier Subconsultant

Project No.: Yuba City On-Call Traffic

Engineering Services

Contract No. _____

Participation Amount \$ _____

Date: 11/8/2022

For Combined Rate

Fringe Benefit 80.17% + General & Administrative 102.65% = Combined 182.82%

Fee = 10%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
John Gard Principal	\$ 367.94	N/A	7/1/2022	6/30/2023		\$ 118.27	N/A
	\$ 386.34	N/A	7/1/2023	6/30/2024	5.00%	\$ 124.18	N/A
	\$ 405.65	N/A	7/1/2024	6/30/2025	5.00%	\$ 130.39	N/A
David Robinson Principal	\$ 354.47	N/A	7/1/2022	6/30/2023		\$ 113.94	N/A
	\$ 372.19	N/A	7/1/2023	6/30/2024	5.00%	\$ 119.64	N/A
	\$ 390.80	N/A	7/1/2024	6/30/2025	5.00%	\$ 125.62	N/A
Kristin Calia Principal	\$ 241.54	N/A	7/1/2022	6/30/2023		\$ 77.64	N/A
	\$ 253.62	N/A	7/1/2023	6/30/2024	5.00%	\$ 81.52	N/A
	\$ 266.30	N/A	7/1/2024	6/30/2025	5.00%	\$ 85.60	N/A
Daniel Murphy Associate	\$ 176.49	N/A	7/1/2022	6/30/2023		\$ 56.73	N/A
	\$ 185.31	N/A	7/1/2023	6/30/2024	5.00%	\$ 59.57	N/A
	\$ 194.58	N/A	7/1/2024	6/30/2025	5.00%	\$ 62.54	N/A
David Stanek Senior Associate	\$ 242.29	\$ 281.23	7/1/2022	6/30/2023		\$ 77.88	N/A
	\$ 254.40	\$ 295.29	7/1/2023	6/30/2024	5.00%	\$ 81.77	N/A
	\$ 267.12	\$ 310.05	7/1/2024	6/30/2025	5.00%	\$ 85.86	N/A

EXHIBIT 10-H2 COST PROPOSAL

Note: Mark-ups are Not Allowed

Consultant: Fehr & Peers



Prime Consultant

Subconsultant



2nd Tier Subconsultant

Project No.: Yuba City On-Call Traffic

Engineering Services

Contract No. _____

Participation Amount \$ _____

Date: 11/8/2022

For Combined Rate

Fringe Benefit 80.17% + General & Administrative 102.65% = Combined 182.82%

Fee = 10%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
Adrita Islam Senior Engineer/ Planner	\$ 157.04	\$ 182.28	7/1/2022	6/30/2023		\$ 50.48	N/A
	\$ 164.90	\$ 191.40	7/1/2023	6/30/2024	5.00%	\$ 53.00	N/A
	\$ 173.14	\$ 200.97	7/1/2024	6/30/2025	5.00%	\$ 55.65	N/A
Rodney Brown Associate	\$ 179.47	\$ 208.32	7/1/2022	6/30/2023		\$ 57.69	N/A
	\$ 188.45	\$ 218.74	7/1/2023	6/30/2024	5.00%	\$ 60.57	N/A
	\$ 197.87	\$ 229.67	7/1/2024	6/30/2025	5.00%	\$ 63.60	N/A
Adrian Engel Principal	\$ 231.83	\$ 269.09	7/1/2022	6/30/2023		\$ 74.52	N/A
	\$ 243.42	\$ 282.55	7/1/2023	6/30/2024	5.00%	\$ 78.25	N/A
	\$ 255.60	\$ 296.68	7/1/2024	6/30/2025	5.00%	\$ 82.16	N/A
Steven Brown Principal	\$ 396.34	\$ 460.04	7/1/2022	6/30/2023		\$ 127.40	N/A
	\$ 416.16	\$ 483.05	7/1/2023	6/30/2024	5.00%	\$ 133.77	N/A
	\$ 436.97	\$ 507.20	7/1/2024	6/30/2025	5.00%	\$ 140.46	N/A

1. Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.

2. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.

3. For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL

Note: Mark-ups are Not Allowed

Consultant: Fehr & Peers



Prime Consultant

Subconsultant



2nd Tier Subconsultant

Project No.: Yuba City On-Call Traffic

Engineering Services

Contract No. _____

Participation Amount \$ _____

Date: 11/8/2022

For Combined Rate

Fringe Benefit 80.17% + General & Administrative 102.65% = Combined 182.82%

Fee = 10%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
Principal	\$ 309.61	N/A	7/1/2022	6/30/2023		\$ 99.52	\$ 71.63 - \$ 127.40
	\$ 325.09	N/A	7/1/2023	6/30/2024	5.00%	\$ 104.50	\$ 75.21 - \$ 133.77
	\$ 341.34	N/A	7/1/2024	6/30/2025	5.00%	\$ 109.72	\$ 78.97 - \$ 140.46
Senior Associate	\$ 228.83	N/A	7/1/2022	6/30/2023		\$ 73.56	\$ 58.65 - \$ 88.46
	\$ 240.27	N/A	7/1/2023	6/30/2024	5.00%	\$ 77.23	\$ 61.58 - \$ 92.88
	\$ 252.29	N/A	7/1/2024	6/30/2025	5.00%	\$ 81.09	\$ 64.66 - \$ 97.53
Associate	\$ 193.69	N/A	7/1/2022	6/30/2023		\$ 62.26	\$ 48.56 - \$ 75.96
	\$ 203.38	N/A	7/1/2023	6/30/2024	5.00%	\$ 65.37	\$ 50.99 - \$ 79.76
	\$ 213.55	N/A	7/1/2024	6/30/2025	5.00%	\$ 68.64	\$ 53.54 - \$ 83.75
Senior Engineer/Planner	\$ 154.06	N/A	7/1/2022	6/30/2023		\$ 49.52	\$ 41.35 - \$ 57.69
	\$ 161.76	N/A	7/1/2023	6/30/2024	5.00%	\$ 52.00	\$ 43.42 - \$ 60.57
	\$ 169.85	N/A	7/1/2024	6/30/2025	5.00%	\$ 54.60	\$ 45.59 - \$ 63.60
Engineer/Planner	\$ 120.02	\$ 139.31	7/1/2022	6/30/2023		\$ 38.58	\$ 31.25 - \$ 45.91
	\$ 126.02	\$ 146.28	7/1/2023	6/30/2024	5.00%	\$ 40.51	\$ 32.81 - \$ 48.21
	\$ 132.33	\$ 153.59	7/1/2024	6/30/2025	5.00%	\$ 42.53	\$ 34.45 - \$ 50.62

EXHIBIT 10-H2 COST PROPOSAL

Note: Mark-ups are Not Allowed

Consultant: Fehr & Peers



Prime Consultant

Subconsultant



2nd Tier Subconsultant

Project No.: Yuba City On-Call Traffic

Engineering Services

Contract No. _____

Participation Amount \$ _____

Date: 11/8/2022

For Combined Rate

Fringe Benefit 80.17% + General & Administrative 102.65% = Combined 182.82%

Fee = 10%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
Senior Engineering Technician	\$ 158.91	\$ 184.45	7/1/2022	6/30/2023		\$ 51.08	\$ 38.22 - \$ 63.94
	\$ 166.86	\$ 193.67	7/1/2023	6/30/2024	5.00%	\$ 53.63	\$ 40.13 - \$ 67.14
	\$ 175.20	\$ 203.36	7/1/2024	6/30/2025	5.00%	\$ 56.32	\$ 42.14 - \$ 70.49
Technician	\$ 109.18	\$ 126.73	7/1/2022	6/30/2023		\$ 35.10	\$ 28.84 - \$ 41.35
	\$ 114.64	\$ 133.07	7/1/2023	6/30/2024	5.00%	\$ 36.85	\$ 30.28 - \$ 43.42
	\$ 120.37	\$ 139.72	7/1/2024	6/30/2025	5.00%	\$ 38.69	\$ 31.80 - \$ 45.59
Senior Project Accountant	\$ 139.09	\$ 161.45	7/1/2022	6/30/2023		\$ 44.71	\$ 38.46 - \$ 50.96
	\$ 146.05	\$ 169.52	7/1/2023	6/30/2024	5.00%	\$ 46.95	\$ 40.38 - \$ 53.51
	\$ 153.35	\$ 178.00	7/1/2024	6/30/2025	5.00%	\$ 49.29	\$ 42.40 - \$ 56.18
Senior Project Coordinator	\$ 126.39	\$ 146.70	7/1/2022	6/30/2023		\$ 40.63	\$ 32.21 - \$ 49.04
	\$ 132.70	\$ 154.03	7/1/2023	6/30/2024	5.00%	\$ 42.66	\$ 33.82 - \$ 51.49
	\$ 139.34	\$ 161.73	7/1/2024	6/30/2025	5.00%	\$ 44.79	\$ 35.51 - \$ 54.07
Project Coordinator	\$ 98.77	\$ 114.65	7/1/2022	6/30/2023		\$ 31.75	\$ 26.00 - \$ 37.50
	\$ 103.71	\$ 120.38	7/1/2023	6/30/2024	5.00%	\$ 33.34	\$ 27.30 - \$ 39.38
	\$ 108.90	\$ 126.40	7/1/2024	6/30/2025	5.00%	\$ 35.00	\$ 28.67 - \$ 41.34

EXHIBIT 10-H2 COST PROPOSAL

Note: Mark-ups are Not Allowed

Consultant: Fehr & Peers



Prime Consultant

Subconsultant



2nd Tier Subconsultant

Project No.: Yuba City On-Call Traffic

Engineering Services

Contract No. _____

Participation Amount \$ _____

Date: 11/8/2022

For Combined Rate

Fringe Benefit 80.17% + General & Administrative 102.65% = Combined 182.82%

Fee = 10%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
Intern	\$ 80.89	\$ 93.89	7/1/2022	6/30/2023		\$ 26.00	\$ 20.00 - \$ 32.00
	\$ 84.93	\$ 98.58	7/1/2023	6/30/2024	5.00%	\$ 27.30	\$ 21.00 - \$ 33.60
	\$ 89.18	\$ 103.51	7/1/2024	6/30/2025	5.00%	\$ 28.67	\$ 22.05 - \$ 35.28

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

EXHIBIT 10-H2 COST PROPOSAL

Consultant: Fehr & Peers

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Project No.: Yuba City On-Call

Contract No. _____

Date: 11/8/2022

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Reproduction & Communication (as a percent of labor)	TBD			at cost
Mileage (at prevailing federal reimbursement)	TBD			at cost
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Subconsultant 1:				\$ -
Subconsultant 1:				\$ -
Subconsultant 2:				\$ -
Subconsultant 3:				\$ -
Subconsultant 4:				\$ -
Subconsultant 5:				\$ -

NOTES:

- List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
- Proposed ODC items should be consistently billed regardless of client and contract type.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice)
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
- Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

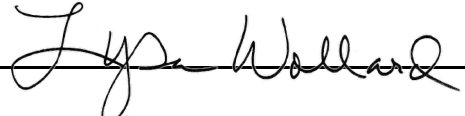
Certification of Direct Costs:

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

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

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

Prime Consultant or Subconsultant Certifying:

Name:	<u>Lysa Wollard</u>	Title *:	<u>Chief Financial Officer</u>
Signature:	<u></u>	Date of Certification:	<u>11/8/2022</u>
Email:	<u>l.wollard@fehrandpeers.com</u>	Phone number:	<u>925-977-3200</u>
Address:	<u>100 Pringle Avenue, Suite 600 Walnut Creek, CA 94596</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:

On-Call Traffic Engineering Services

Attachment C

Agreement for Professional Services

Insurance Requirements

- I. **Workers' Compensation Coverage.** Consultant shall maintain Workers' Compensation Insurance for his/her employees in accordance with the laws of the State of California and Employers Liability Insurance in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and/or disease. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance in accordance with the laws of the State of California and Employers Liability Insurance in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and/or disease. For all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. This provision shall not apply if Consultant has no employees performing work under this Agreement. If the Consultant has no employees for the purposes of this Agreement, Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.

- II. **General Liability Coverage.** Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

- III. **Automobile Liability Coverage.** Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

- IV. Professional Liability Coverage.** Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations are by the Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.
- V. Endorsements.** Each general liability and automobile liability insurance policy shall be with insurers possessing a current A.M. Best's rating of no less than A:VII and shall be endorsed with the following specific language or equivalent:
- A. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations. Conforms to ISO CG 2009 and CG 2037 10 01. Both are required.
 - B. This policy shall be considered primary insurance as respects to the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
 - C. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - D. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.
 - E. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

F. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage except after thirty (30) days written notice has been received by the City.

VI. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retention's.

VII. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City, as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.