

**AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY
AND
GRAY BOWEN SCOTT**

This Agreement is entered this 1st of July 2023, by and between the CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY, a joint powers agency whose members include the County of San Mateo and the twenty incorporated cities and towns within San Mateo County, hereinafter called “C/CAG,” and Gray Bowen Scott, hereinafter called “Consultant.”

WHEREAS, C/CAG is a joint powers agency designated by the Metropolitan Transportation Commission (MTC) as the County Transportation Agency (CTA) for San Mateo County, and

WHEREAS, C/CAG, acting as the CTA is responsible for project selection, programming, and overall program delivery of federal aid and state transportation funds received by the County, and

WHEREAS, C/CAG has determined that on call consultant services are needed to assist staff with the performance of CTA delegated responsibilities, and

WHEREAS, C/CAG has determined that the Consultant has the requisite qualifications to perform this work; and

WHEREAS, the total amount available to Consultant under this Agreement is not to exceed \$300,000; and

WHEREAS, by adoption of RESOLUTION 23-56, the C/CAG Board of Directors approved the PROJECT and authorized the C/CAG Executive Director to execute an agreement with the Consultant to provide services indicated in Exhibit A, *Scope of Work*, and further authorized the C/CAG Executive Director to negotiate final terms of the Agreement, subject to legal counsel review prior to execution, in a cumulative amount not to exceed three hundred fifty thousand (\$300,000).

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **Services to be provided by Consultant.** In consideration of the payments hereinafter set forth, Consultant shall provide services described in Exhibit A, *Scope of Work* attached hereto (the “Services”).

In the performance of its services, Consultant warrants that it has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in providing such services, under the same or similar circumstances, in the State of California, during the same period of time (Standard of Care), and Consultant warrants that it carries and will maintain all applicable licenses, certificates, and registrations needed for the work in current and good standing.

2. **Payments.** In consideration of the services rendered with all terms, conditions, and specifications set forth herein, in Exhibit A, *Scope of Work*, and Exhibit C, *Key Personnel Assignments*, and in any subsequent task orders executed under the governance of this Agreement, C/CAG shall reimburse Consultant on a deliverable basis. The aggregate total amount of payment by C/CAG to Consultant for services shall not exceed three hundred thousand dollars (\$300,000).as shown in Exhibit B, *Project Budget and Schedule*, for services provided during the Contract Term set forth below, including (as applicable) labor, supervision, applicable surcharges such as taxes, insurance, and fringe benefits, indirect costs, overhead, profit, subconsultants’ costs (including mark-up), travel, equipment, materials and supplies, expenses, and any fixed fee.

Specific projects will be assigned to Consultant through issuance of Task Orders.

After a project to be performed under this contract is identified by C/CAG, C/CAG will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a C/CAG Project Coordinator. The draft Task Order will be delivered to Consultant for review. Consultant shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both C/CAG and Consultant.

Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in Consultant's Cost Proposal.

When milestone cost estimates are included in the approved Cost Proposal, Consultants shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.

Consultant shall not commence performance of work or services until this contract has been approved by C/CAG, and notification to proceed has been issued by C/CAG'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.

A Task Order is of no force or effect until returned to C/CAG and signed by an authorized representative of C/CAG. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by C/CAG.

Consultant will be reimbursed promptly upon receipt by C/CAG Project Manager of itemized invoices. 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 deliverable or each task as applicable, note the percentage of deliverables completed and identify the expenditures. C/CAG shall have the right to receive, upon request, documentation substantiating charges billed to C/CAG. Invoices shall follow the format stipulated for the approved Exhibit B, *Project Budget and Schedule* and shall reference this Agreement project title. Final invoice must contain the final cost and all credits due C/CAG and is subject to the withholding described in Section 10. The final invoice should be submitted within sixty (60) calendar days after completion of Consultant's work. Invoices shall be mailed or emailed to C/CAG Project Manager at the following address:

City/County Association of Governments of San Mateo County
555 County Center, 5th Floor
Redwood City, CA 94063
Attention: Jeff Lacap
jlacap@smcgov.org

The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.

The total amount payable by C/CAG for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.

If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.

The total amount payable by C/CAG for all Task Orders resulting from this contract shall not exceed \$400,000. It is understood and agreed that there is no guarantee, either

expressed or implied that this dollar amount will be authorized under this contract through Task Orders.

- 2.1. **Progress Reports and Meetings.** Consultant shall submit progress reports at least once a month during the term of this Agreement. The progress report should be sufficiently detailed for the C/CAG Project Manager 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. Consultant's Project Manager shall meet with C/CAG Project Manager, as needed, to discuss progress on the Scope of Work.
3. **Key Personnel.** The key personnel to be assigned to this work by Consultant and, if applicable, their hourly rates and the estimated hours to be supplied by each are set forth in Exhibit C, *Key Personnel Assignments*, attached hereto and incorporated herein by this reference. Substitution of any of the personnel named in Exhibit C, or a decrease in the hours provided to the Project by such personnel of more than 10% requires the prior written approval of the C/CAG Project Manager or a designee. Consultant shall maintain records documenting compliance with this Section, and such records shall be subject to the audit requirements of Section 17. Consultant agrees that all personnel assigned to this work will be professionally qualified for the assignment to be undertaken. C/CAG reserves the right to direct removal of any individual, including key personnel, assigned to this work.
4. **Contract Materials.** At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Consultant under this Agreement shall become the property of C/CAG and shall be promptly delivered to C/CAG. Upon termination, Consultant may make and retain a copy of such contract materials if permitted by law.
5. **Relationship of the Parties.** It is understood that Consultant is an Independent Consultant and this Agreement is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Consultant.
6. **Non-Assignability.** Consultant shall not assign this Agreement or any portion thereof to a third party, or subcontract with a third party, without the prior written consent of the C/CAG Executive Director. Any such assignment or subcontract without the C/CAG Executive Director's prior written consent shall give C/CAG the right to automatically and immediately terminate this Agreement without penalty or advance notice.
7. **Contract Term/Termination.** This Agreement shall be in effect as of July 1st, 2023 , and Consultant shall commence work after notification to proceed by C/CAG Project Manager, and the Agreement shall terminate on June 30, 2025; provided, however, the C/CAG Chairperson may terminate this Agreement at any time for any reason by providing 30 days' notice to Consultant. Termination will be effective on the date

specified in the notice. In the event of termination under this Section, Consultant shall be paid for all services provided to the date of termination, subject to availability of funding. Such payment shall be that prorated portion of the full payment determined by comparing the work completed to the work required by the Agreement.

Consultant may terminate this Agreement by providing 30 business days' prior written notice to C/CAG if C/CAG materially breaches its obligations under this Agreement, or fails to pay Consultant pursuant to the terms of this Agreement, and C/CAG fails to cure such breach or failure to pay within 30 business days after receipt of Consultant's notice, or such longer period of cure as Consultant may specify in such notice.

8. **Cost Principles and Administrative Requirements.**

- a. The Consultant agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- b. The Consultant also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the Consultant to C/CAG.
- d. When a Consultant or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

9. **Hold Harmless/Indemnity.**

- a. *General.* Consultant shall indemnify and save harmless C/CAG and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Consultant under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following: (A) injuries to or death of any person, including Consultant or its employees/officers/agents; (B) damage to any property of any kind whatsoever and to whomsoever belonging; (C) any sanctions, penalties, or claims of damages resulting from Consultant's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or (D) to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the design professional. The duty of Consultant to indemnify, defend, and save harmless as set forth by this Section is limited as set forth in Section 2782.8 of the California Civil Code.

This indemnification provision will survive termination or expiration of this Agreement.

- b. *Intellectual Property.* Consultant hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as “IP Rights”) except as otherwise noted by this Agreement.

Consultant warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Consultant shall defend, indemnify, and hold harmless C/CAG from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party’s IP Rights provided any such right is enforceable in the United States. Consultant’s duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) C/CAG notifies Consultant promptly in writing of any notice of any such third-party claim; (b) C/CAG cooperates with Consultant, at Consultant’s expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Consultant retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Consultant shall not have the right to settle any criminal action, suit, or proceeding without C/CAG’s prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on C/CAG, impair any right of C/CAG, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of C/CAG without C/CAG’s prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Consultant’s opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes C/CAG’s reasonable use of the services under this Agreement to be seriously endangered or disrupted, Consultant shall, at Consultant’s option and expense, either: (i) procure for C/CAG the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Consultant will have no obligation or liability to C/CAG under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for C/CAG (other than modification performed by, or at the direction of, Consultant) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by C/CAG in a manner prohibited by this Agreement.

The duty of Consultant to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

10. **Disadvantage Business Enterprises (DBE) Participation.**

- a. Consultant, subrecipient (C/CAG), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, C/CAG shows a contract goal for DBEs. Consultant shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers. The contract DBE goal for this Agreement is 13%.

Consultant shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is Consultant's responsibility to verify that the DBE firm is certified as DBE at date of proposal opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found [here](#).

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies Consultant purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This Agreement is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who enter into a federally-funded agreement will assist the C/CAG in a good faith effort to achieve California's statewide overall DBE goal.

- b. The goal for DBE participation for this Agreement is 5%. Participation by DBE Consultant or subconsultants shall be in accordance with information contained in [Exhibit 10-O2: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the Agreement. If a DBE subconsultant is unable to perform, Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

- c. Consultant can meet the DBE participation goal by either documenting commitments to DBEs to meet the Agreement goal, or by documenting adequate good faith efforts to meet the Agreement goal. An adequate good faith effort means that the Consultant must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If Consultant has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information –Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

- d. Contract Assurance

Under 49 CFR 26.13(b):

Consultant, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Consultant shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient (C/CAG) deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying Consultant from future proposing as non-responsible

- e. Termination and Substitution of DBE Subconsultants

Consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless Consultant or DBE subconsultant obtains C/CAG's written consent. Consultant shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without written authorization from C/CAG. Unless C/CAG's written consent is provided, the Consultant shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid (Exhibit B, *Project Budget and Schedule* and Exhibit C, *Key Personnel Assignments*).

C/CAG authorizes a request to use other forces or sources of materials if Consultant shows any of the following justifications:

- 1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
- 2. C/CAG stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet C/CAG's bond requirements.

3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice to Consultant and C/CAG from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. C/CAG determines other documented good cause exists.

Consultant shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise Consultant and C/CAG of the reasons why the use of other forces or sources of materials should not occur.

Consultant's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from Consultant to the DBE regarding the request.
3. Notices from the DBEs to Consultant regarding the request.

If a listed DBE is terminated or substituted, Consultant must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

f. Commitment and Utilization

The C/CAG's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

To implement C/CAG's monitoring and enforcement mechanism, Consultant is required to:

1. Notify C/CAG's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subconsultant
 - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier

- Date of payment and total amount paid to each business (see Local Assistance Procedures Manual (LAPM) Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If Consultant is a DBE Consultant, Consultant shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify Consultant in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify Consultant in writing of the certification date. Consultant shall submit the notifications to C/CAG. Upon work completion, Consultant shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Local Assistance Procedures Manual (LAPM) [Exhibit 17-O](#) form, and submit the form to C/CAG within 30 days of contract acceptance.

Upon work completion, Consultant shall complete Local Assistance Procedures Manual (LAPM) [Exhibit 17-F](#) Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors, and submit it to C/CAG within 90 days of acceptance of the work under the contract. C/CAG will withhold \$10,000 of any final payment until the form is submitted. C/CAG will release the withholding upon receipt of the completed form.

In C/CAG's reports of DBE participation to Caltrans, C/CAG must display both commitments and attainments.

- g. A DBE is only eligible to be counted toward the Agreement goal if it performs a commercially useful function (CUF) on the Agreement. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.
- h. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- i. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its Agreement with its own work force, or the DBE subcontracts a

greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

- j. Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid to each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE Consultant's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- k. If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify Consultant in writing with the date of certification. Any changes shall be reported to C/CAG's Project Manager within thirty (30) calendar days.
- l. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th day of the following month, the Consultant shall complete and email the [Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments](#) to business.support.unit@dot.ca.gov with a copy to C/CAG.
- m. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

11. **Insurance.**

- a. *General Requirements.* Consultant or its subconsultants performing the services on behalf of Consultant shall not commence work under this Agreement until all insurance required under this section has been obtained. Consultant shall use diligence to obtain such insurance. Consultant shall furnish C/CAG with Certificates of Insurance evidencing the required coverage and shall include the contractual liability assumed by Consultant under an insured agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to C/CAG of any non-renewal, cancellation, or modification of the policy.
- b. *Workers' Compensation and Employer Liability Insurance.* Consultant shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, Consultant certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the

Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

- c. *Liability Insurance.* Consultant shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect Consultant, its employees, officers and agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage that may arise from Consultant's operations under this Agreement, whether such operations be by Consultant or by any sub-consultant or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than \$1,000,000 unless another amount is specified below and shows approval by C/CAG Staff.

- d. *Insurance Limits; Insured Entities; Breach.* Required insurance shall include:

	Required Amount	Approval by C/CAG Staff if under \$ 1,000,000
1. Comprehensive General Liability	\$ 1,000,000	_____
2. Workers' Compensation	\$ Statutory	_____
3. Professional Liability	\$1,000,000	_____
4. Motor Vehicle Liability	\$1,000,000	_____

Except for Professional Liability and Worker's Compensation, C/CAG and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to C/CAG, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if C/CAG, or its officers, agents, employees, and servants have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the C/CAG Chairperson, at his/her option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

12. **Compliance with All Laws.** Consultant shall at all times comply with all applicable federal, state, San Mateo County, and municipal laws, ordinances, and regulations, including without limitation those regarding services to disabled persons, including any

requirements of Section 504 of the Rehabilitation Act of 1973. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, San Mateo County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement. Consultant will timely and accurately complete, sign, and submit all necessary documentation of compliance.

13. **Non-discrimination.** Consultant and any subconsultants performing the services on behalf of Consultant shall not discriminate or permit discrimination against any person or group of persons on the basis of race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.
14. **Debarment and Suspension Certification.**
 - a. The Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the Consultant or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 3. Does not have a proposed debarment pending; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
 - b. Any exceptions to this certification must be disclosed to C/CAG. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
 - c. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.
15. **Substitutions.** If particular persons or classifications are identified in Exhibit C as working on this Agreement, Consultant will not assign others to work in their place without the prior written consent of the C/CAG Project Manager or a designee. Any substitution shall be with a person or classification of commensurate experience and knowledge unless otherwise authorized by the C/CAG Project Manager or a designee.
16. **Sole Property of C/CAG.** Work products of Consultant which are delivered under this Agreement or which are developed, produced and paid for under this Agreement, shall be and become the property of C/CAG. Consultant shall not be liable for C/CAG's use,

modification or re-use of products without Consultant's participation or for purpose other than those specifically intended pursuant to this Agreement.

17. Record Retention; Right to Monitor and Audit.

- a. For the purpose of determining compliance with Gov. Code § 8546.7, the Consultant, Subconsultants, and C/CAG shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, 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 CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement. C/CAG, 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 the Consultant, Subconsultants, and the Consultant's Independent CPA, that are pertinent to the Agreement for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.
- b. Consultant shall maintain all required records relating to services provided under this Agreement for three (3) years after C/CAG makes final payment and all other pending matters are closed, and Consultant shall be subject to the examination and/or audit by C/CAG, a Federal grantor agency, and the State of California.
- c. Consultant shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by C/CAG.
- d. Consultant agrees upon reasonable notice to provide to C/CAG, to any Federal or State department having monitoring or review authority, to C/CAG's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

17.1. Audit Review Procedures

- a. 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 C/CAG.
- b. Not later than thirty (30) calendar days after issuance of the final audit report, Consultant may request a review by C/CAG of unresolved audit issues. The request for review will be submitted in writing.

- c. Neither the pendency of a dispute nor its consideration by C/CAG will excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.
- d. Consultant and subconsultant Agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an Agreement audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, 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, C/CAG, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by Consultant and approved by C/CAG Contract Administrator 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 C/CAG at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, C/CAG or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.
- e. Consultant's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Consultant and approved by the C/CAG Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.
 - 1. During IOAI's review of the ICR audit work papers created by the Consultant's independent CPA, IOAI 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 IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, C/CAG will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) 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 IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI 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. IOAI will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.
 3. If the Consultant fails to comply with the provisions of this paragraph E, or if IOAI 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 accepted 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.
 4. Consultant may submit to C/CAG final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of C/CAG; and, (3) IOAI has issued its final ICR review letter. The Consultant MUST SUBMIT ITS FINAL INVOICE TO C/CAG no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other agreements executed between C/CAG and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.
18. **Permits/Licenses.** If any license, permit, or approval is required to perform the work or services required by this Agreement, Consultant bears the responsibility to obtain said license, permit, or approval from the relevant agency at Consultant's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.
 19. **Lobbying.** Consultant agrees to comply with the restrictions on the use of federal funds for lobbying activities set forth in 31 United States Code §1352 and 49 C.F.R. Part 20.
 20. **Merger Clause; Amendments.** This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto regarding the matters covered in this Agreement, and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this Agreement

are not binding. All subsequent amendments shall be in writing and signed by the C/CAG Chair. In the event of a conflict between the terms, conditions or specifications set forth herein and those in the exhibits attached hereto, the terms, conditions or specifications set forth herein shall prevail.

21. **Governing Law.** This Agreement shall be governed by the laws of the State of California, without regard to its choice of law rules, and any suit or action initiated by either party shall be brought in the County of San Mateo, California.
22. **Notices.** All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid and addressed as follows:

City/County Association of Governments of San Mateo County
555 County Center, 5th Floor
Redwood City, CA 94063
Attention: Jeff Lacap

Notices required to be given to Consultant shall be addressed as follows:

Kittelson & Associates
155 Grand Ave Suite 505, Oakland, CA 94612
Attention: Mike Alston, TE

IN WITNESS WHEREOF, the parties hereto have affixed their hands on the day and year first above written.

Gray Bowen Scott (Consultant)

By _____
Leo Scott

Date

City/County Association of Governments of San Mateo County (C/CAG)

By _____
Sean Charpentier
C/CAG Executive Director

Date

By _____
Melissa Andrikopoulos
C/CAG Legal Counsel

Date

DRAFT

Exhibit A

SCOPE OF WORK

Appendix A

SCOPE OF WORK

Background

The City/County Association of Governments (C/CAG) of San Mateo County is a joint powers agency composed of the County of San Mateo and all twenty incorporated cities and towns in the county. As the county's designated congestion management agency, C/CAG is responsible for countywide transportation planning and administering state and federal funds for transportation in San Mateo County.

In accordance with federal and state funding cycles, and in accordance with Federal, State, Regional, and local policies, transportation related funds must be distributed and programmed to the local jurisdiction in San Mateo County. After programming, projects sponsors must also be guided to deliver projects in accordance with state and regional regulations and deadlines. The work to be done under this contract will assist the C/CAG program manager with the project selection process, programming, tracking, and assisting local jurisdictions with the delivery of federally and state funded projects. Tasks related to the pursuit of project and program funds may also be included.

The purpose of this mini-RFP is to solicit qualifications, select a contractor, and award a contract to provide on call project coordination services associated with the programming and delivery of Federal Highways Administration (FHWA) and/or State funded projects and programs. The services are to be provided at the request of the C/CAG on an as needed basis.

Scope of Work

Expected Project Coordination Services include but are not limited to:

Program and Project Delivery

- Develop, monitor, and control the program and project, schedule, cost/ budget, and risk.
- Develop a communications plan, to coordinate the review and monitoring of the assigned program.
- Inform project sponsors involved of anticipated delays in deliveries, and initiate recovery plans to mitigate the effects of the delays.
- Make recommendations to project sponsors relative to the project, in terms of corrective action plans and required level of expediting to keep the project on track.
- Assist project sponsors with project delivery where and when appropriate.
- Work with Caltrans Local Assistance, MTC, CTC, FHWA, local jurisdictions, and/or other agencies to facilitate expedited processes and/ or maintain program schedule and milestones deliverables.
- Coordinate required delivery dates of programmed projects, identify potential program risk, and initiate corrective action.
- Ensure sponsor work activities and projects are in compliance with federal, state, and regional policies and procedures.

- Provide regular (e.g. weekly / monthly as applicable) verbal/ written program performance and project status updates to the Transportation Systems Coordinator or designee.
- Provide project status updates to Metropolitan Transportation Commission and/or Caltrans upon request.
- Organize, coordinate, attend, and represent C/CAG at coordination meetings, stakeholder meetings, project development team (PDT) meetings, and any other project meetings initiated to facilitate a sponsor's project progress.
- Monitor invoice status of obligated projects and inform project sponsors involved of anticipated invoicing deadlines. Ensure invoices are submitted and processed by or before specified deadlines.
- Other related tasks as requested.

Programming/Planning

- Organize, coordinate, and represent C/CAG at outreach events regarding implementation of the program.
- Organize, coordinate, and represent C/CAG at workshops during program development in compliance with federal Title VI requirements.
- Prepare meeting/ workshop materials, minutes, and agendas.
- Develop a communications plan to disseminate program guidelines and coordinate the project selection process with the programming process.
- Project planning, programming and monitoring activities related to development of the Regional Transportation Improvement Program and the STIP required by Government code Section 14527, et. Seq. and for the monitoring of project implementation for projects approved in these documents.
- Conduct planning and prepare appropriate plan(s) related to the development of TIP and STIP.
- Monitor the programming process to ensure completion of programming documentation of projects to comply with the regional and state requirements as specified in the current program cycle.
- Coordinate and reconcile comments with the stakeholder and technical teams during the programming process.
- Assist and coordinate the solicitation of projects as necessary and as directed by the Transportation Systems Coordinator or other appropriate C/CAG staff.
- Expedite, facilitate, and/or coordinating the flow of project data between the project sponsor and the programming entity (MTC).
- Assist in the preparation of applications for federal, state, regional, and local project funds.
- Assist in the development of the Transportation Improvement Program/State Transportation Improvement Program (TIP/STIP) and the Regional Transportation Plan (RTP)/ Sustainable Communities Strategy (SCS) through countywide planning efforts
- Provide management and planning and/or outreach support for the development of county level transportation plans, corridor studies, funding programs, and related planning activities.
- Other related tasks as requested.

Experience and Skills Requirements

- Strong ability to communicate clearly and effectively: written, spoken, and interpersonal with project sponsors, programming personnel, and elected officials.
- Positive attitude and a team player.
- Strong ability to organize and plan. Excellent organizational skills are essential.
- Ability to act independently and perform assignments with little direct supervision.
- Full and detailed understanding of the Caltrans Local Assistance and Capital Outlay Support

(Caltrans internal delivery) process is essential.

- Full and detailed understanding of the Metropolitan Transportation Commission (MTC) role in policy development and their programming process.
- Understanding of the California Transportation Commission (CTC) programming and allocation process.
- Understanding of Federal Title VI requirements.
- Understanding of the Caltrans Capital Outlay Support (COS) project delivery process a plus.
- Full understanding of Microsoft Office applications.
- Understanding and ability to use the MTC fund management system (FMS).
- Ability to travel in the county and within the region.
- Preferred 5+ years of experience, working on the delivery of transportation projects.

Exhibit B
KEY PERSONNEL ASSIGNMENT

DRAFT

e. COST PROPOSAL

Our proposed staffing plan provides the depth of resources to deliver our scope of services effectively and efficiently. By utilizing the depth of staff that are already familiar with the projects, we will be able to control costs and effectively manage the budget by utilizing members that are best suited for the task at hand.

Gray-Bowen-Scott is a company of industry leaders dedicated to solving our client's problems. Our experience with Federal Aid projects is widely recognized, and we are frequently asked to manage such projects for our clients. We have assembled a well-qualified team that includes familiar faces to the City/County Association of Governments of San Mateo (C/CAG): Leo Scott will serve as Principal-in-Charge, and Matt Todd will serve as Project Manager. Obaid Khan, Keith Robinson, Norma Ortega, Margaret Strubel, Ericka Leiva, and Grace Doi will provide robust technical and grant-writing resources. To enhance the team, we have added support from our Disadvantaged Business Enterprise partner, VSCE, Inc., with whom we have successfully partnered in the past. Additional staff from both firms will be available to provide supplementary assistance as needed.

Our rates are included in the attached schedule. We provide our employees with cost of living increases as of January 1st each year which are reflected in the schedule. These rates shall be firm for employees in the same classifications for the initial term of the contract and have been limited to 3% annual escalation.

The total contract cost will be based on the number of hours performed by each individual at the rates shown. Since this is an on-call contract with services provided at the request of C/CAG, the total hours and total cost are not yet determined.

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Gray-Bowen-Scott

☒ Prime Consultant

☐ Subconsultant

☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Contract Amount \$ _____ Date 02/02/2023

For Combined Rate (based on FYE 12/31/2021)

Fringe Benefit 43.45% + General & Administrative 113.34%

=

Combined ICR
156.79%

Fee

=

10%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
Matt Todd*/Project Manager/Principal Project Manager	\$338.45			01/01/2023	12/31/2023	\$119.82		Not Applicable
Matt Todd*/Project Manager/Principal Project Manager	\$348.60			01/01/2024	12/31/2024	\$123.41	3.0%	Not Applicable
Matt Todd*/Project Manager/Principal Project Manager	\$359.06			01/01/2025	End of initial contract term	\$127.12	3.0%	Not Applicable
Ericka Leiva*/Grant Administration Support/Project Analyst	\$123.97			01/01/2023	12/31/2023	\$44.95		Not Applicable
Ericka Leiva*/Grant Administration Support/Project Analyst	\$130.78			01/01/2024	12/31/2024	\$46.30	3.0%	Not Applicable
Ericka Leiva*/Grant Administration Support/Project Analyst	\$134.70			01/01/2025	End of initial contract term	\$47.69	3.0%	Not Applicable
Keith Robinson*/Grant Writing/Senior Project Manager	\$325.82			01/01/2023	12/31/2023	\$115.35		Not Applicable
Keith Robinson*/Grant Writing/Senior Project Manager	\$335.60			01/01/2024	12/31/2024	\$118.81	3.0%	Not Applicable
Keith Robinson*/Grant Writing/Senior Project Manager	\$345.67			01/01/2025	End of initial contract term	\$122.37	3.0%	Not Applicable
Leo Scott/Principal-in- Charge/Principal Project Manger	\$444.88			01/01/2023	12/31/2023	\$157.50		Not Applicable

Leo Scott/Principal-in-Charge/Principal Project Manger	\$458.23			01/01/2024	12/31/2024	\$162.23	3.0%	Not Applicable
Leo Scott/Principal-in-Charge/Principal Project Manger	\$471.98			01/01/2025	End of initial contract term	\$167.09	3.0%	Not Applicable
Obaid Khan/Project Manager/Senior Project Manger	\$322.94			01/01/2023	12/31/2023	\$114.33		Not Applicable
Obaid Khan/Project Manager/Senior Project Manger	\$332.63			01/01/2024	12/31/2024	\$117.76	3.0%	Not Applicable
Obaid Khan/Project Manager/Senior Project Manger	\$342.61			01/01/2025	End of initial contract term	\$121.29	3.0%	Not Applicable
Grace Doi/Grant Application Support/Associate Project Manager	\$142.59			01/01/2023	12/31/2023	\$50.48		Not Applicable
Grace Doi/Grant Application Support/Associate Project Manager	\$146.87			01/01/2024	12/31/2024	\$51.99	3.0%	Not Applicable
Grace Doi/Grant Application Support/Associate Project Manager	\$151.27			01/01/2025	End of initial contract term	\$53.55	3.0%	Not Applicable
Margaret Strubel/Grant Administration Support/Associate Project Manager	\$167.36			01/01/2023	12/31/2023	\$59.25		Not Applicable
Margaret Strubel/Grant Administration Support/Associate Project Manager	\$172.38			01/01/2024	12/31/2024	\$61.03	3.0%	Not Applicable
Margaret Strubel/Grant Administration Support/Associate Project Manager	\$177.55			01/01/2025	End of initial contract term	\$62.86	3.0%	Not Applicable
Terry Bowen/Industry Advisor/Principal Project Manager	\$418.10			01/01/2023	12/31/2023	\$148.02		Not Applicable
Terry Bowen/Industry Advisor/Principal Project Manager	\$430.65			01/01/2024	12/31/2024	\$152.46	3.0%	Not Applicable
Terry Bowen/Industry Advisor/Principal Project Manager	\$443.57			01/01/2025	End of initial contract term	\$157.03	3.0%	Not Applicable
Norma Ortega/Industry Advisor/Industry Advisor	\$430.59			01/01/2023	12/31/2023	\$152.44		Not Applicable
Norma Ortega/Industry Advisor/Industry Advisor	\$443.51			01/01/2024	12/31/2024	\$157.01	3.0%	Not Applicable
Norma Ortega/Industry Advisor/Industry Advisor	\$456.81			01/01/2025	End of initial contract term	\$161.72	3.0%	Not Applicable
Associate Project Manager	\$172.30			01/01/2023	12/31/2023	\$61.00		\$141.23 - \$203.37
Associate Project Manager	\$177.47			01/01/2024	12/31/2024	\$62.83	3.0%	\$145.47 - \$209.48
Associate Project Manager	\$182.80			01/01/2025	End of initial contract term	\$64.71	3.0%	\$149.83 - \$215.76

Project Analyst	\$134.52			01/01/2023	12/31/2023	\$47.63		\$105.92 - \$163.12
Project Analyst	\$138.56			01/01/2024	12/31/2024	\$49.05	3.0%	\$109.10 - \$168.02
Project Analyst	\$142.72			01/01/2025	End of initial contract term	\$50.53	3.0%	\$112.38 - \$173.06

(Add pages as necessary)

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Gray-Bowen-Scott ☒ Prime Consultant ☐ Subconsultant

Project No. _____ Contract No. _____ Date 02/02/2023

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs		Mile	\$0.625	\$
Equipment Rental and Supplies			\$	\$
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$
Vehicle			\$	\$
Subconsultant 1: VSCE, Inc. (by Task Order)				\$
Subconsultant 2:				\$
Subconsultant 3:				\$
Subconsultant 4:				\$
Subconsultant 5:				\$

Note: Add additional pages if necessary.

NOTES:

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

Certification of Direct Costs:

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Leo S. Scott Title *: President

Signature :  Date of Certification (mm/dd/yyyy): 02/02/2023

Email: leo@graybowenscott.com Phone Number: 925-937-0980

Address: 1211 Newell Avenue, Suite 200, 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:

On-call Federal Aid and State Funded Project Coordination Services and Grant Administration

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant VSCE, Inc.☐ Prime Consultant☒ Subconsultant☐ 2nd Tier Subconsultant

Project No. Mini Procurement: Request For Proposal (RFP) for On-Call Federal Aid and State Funded Project Coordination Services and Grant Administration Contract No. _____ Contract Amount \$ _____ Date 1/31/2023

For Combined Rate

Fringe Benefit 49.70 % + General & Administrative 94.74% = 144.44% Combined ICR%

Fee = 10%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
Trinity Nguyen / Program Manager	\$268.88	\$318.88	\$368.88	4/1/2023	12/31/2023	\$100.00	0%	
	\$276.95	\$328.45	\$379.95	1/1/2024	12/31/2024	\$103.00	3%	
	\$285.26	\$338.31	\$391.35	1/1/2025	3/31/2025	\$106.09	3%	

(Add pages as necessary)

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

DBE Exhibits

- **Exhibit 10-O1 Consultant Proposal DBE Commitment**
- **Exhibit 15-H: Proposer/Contractor Good Faith Efforts**
- **Exhibit 10-Q Disclosure of Lobbying Activities**
- **Exhibit 10-K Consultant Annual Certification of Indirect Costs and Financial Management System**

APPENDIX E

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any City/County Association of Governments of San Mateo County (C/CAG) Board Member from participating in any action related to a contract if he or she receives any political contributions totaling more than \$250 within the previous twelve months, and for three months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires a member of the C/CAG Board who has received such a contribution to disclose the contribution on the record of the proceeding.

A list of C/CAG Board members can be found at <https://ccag.ca.gov/committees/board-of-directors-2/>. Proposers are responsible for accessing this link to review the names prior to answering the following questions.

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any C/CAG Board Member in the 12 months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract?

☐ YES ☒ NO

If yes, please identify the Board Member(s):


2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to any C/CAG Board Member in the three months following any Board action related to this contract?

☐ YES ☒ NO

If yes, please identify the Board Member(s):

Answering yes to either of the two questions above does not preclude the C/CAG from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Board Member(s) from participating in any actions related to this contract.

02/02/2023 Date



Signature of authorized individual

Leo S. Scott
Type or write name of authorized individual

William R. Gray and Company, Inc.,
DBA Gray-Bowen-Scott

Type or write name of company

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

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

Consultant's Full Legal Name: _____

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

Indirect Cost Rate:

Combined Rate _____ % **OR**

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

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * _____

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

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

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

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

Financial Management System:

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

Our financial management system has the following attributes:

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

accounts;

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

Cost Reimbursements on Contracts:

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

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

All A&E Contract Information:

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

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

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

Name**: _____ Title**: _____

Signature: _____ Date of Certification (mm/dd/yyyy): _____

Email**: _____ Phone Number**: _____

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

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

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

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE

Federal-aid Project No(s). _____ Bid Opening Date _____ CON

The _____ established a Disadvantaged Business Enterprise (DBE) goal of _____ for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) **calendar** days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed:**

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

Publications	Dates of Advertisement

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

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
---------------	---	--------------------	-------------	------------------------

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

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

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

- E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

- F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

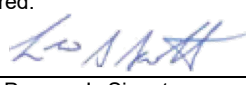
- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

- H. Any additional data to support a demonstration of good faith efforts:

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Consultant's Name: _____ 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Local Agency to Complete this Section			
17. Local Agency Contract Number: _____		11. TOTAL CLAIMED DBE PARTICIPATION	%
18. Federal-Aid Project Number: _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
Consultant's Ranking after Evaluation: _____			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
21. Local Agency Representative's Signature _____	22. Date _____	12. Preparer's Signature _____	13. Date _____
23. Local Agency Representative's Name _____	24. Phone _____	14. Preparer's Name _____	15. Phone _____
25. Local Agency Representative's Title _____		16. Preparer's Title _____	

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

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

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

NOT APPLICABLE

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

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: _____	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)	
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: <u>Leo S. Scott</u> Title: <u>President</u> Telephone No.: <u>(925) 937-0980</u> Date: <u>2/2/23</u>		
Authorized for Local Reproduction Standard Form - LLL		

Federal Use Only:

Standard Form LLL Rev. 04-28-06