

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 7<sup>th</sup> day of September, 2021, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18<sup>th</sup> Street, Merced, California 95340, (hereinafter referred to as “City”) and JLB Traffic Engineering, Inc., a California Corporation, whose address of record is 516 W. Shaw Avenue, Suite 103, Fresno, California 93704, (hereinafter referred to as “Consultant”).

WHEREAS, City is undertaking a project to provide on-call traffic engineering services; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide the services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. **SCOPE OF SERVICES.** The Consultant shall furnish the following services: Consultant shall provide the services described in Exhibit “A” attached hereto. City and Consultant shall enter into an “Authorization of Service Agreement,” substantially in the form of Exhibit “C” attached hereto and incorporated herein by this reference. The City’s City Manager shall have the authority to execute on City’s behalf the Authorization of Service Agreement without additional approval by the City Council so long as the funding is available within the project’s budget. In the event additional funding is required, a First Amendment to this Agreement will require prior City Council approval. In the event of a conflict between the term of this Agreement and the terms of the Authorization of Service Agreement, the terms and conditions set forth herein shall prevail over those set forth in the Authorization of Service Agreement.

No additional services shall be performed by Consultant unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the City Engineer or designee. However, the means by which the work is accomplished shall be the sole responsibility of the Consultant.

2. **TIME OF PERFORMANCE.** All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in each Authorization of Service Agreement. By mutual agreement and written addendum to this Agreement, the City and the Consultant may change the requirements in said Schedule.

3. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon the day first above written and end on September 6, 2023. This Agreement may be extended for two (2) one (1) year terms upon written approval by the City.

4. **COMPENSATION.** Payment by the City to the Consultant for actual services rendered under this Agreement and accompanying Authorization of Services Agreement shall be in accordance with the fee schedule set forth in Exhibit "B" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "B". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of Five Hundred Thousand Dollars (\$500,000.00).

5. **METHOD OF PAYMENT.** City shall pay Consultant for services rendered pursuant to this Contract, at the times and in the manner set forth in each Authorization of Service Agreement. The payments specified in the Authorization of Service Agreement shall be the only payments to be made to Consultant for services rendered pursuant to this Agreement. Consultant hourly rates shall not exceed those listed in Exhibit "B," attached hereto and incorporated herein by this reference.

6. **RECORDS.** It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Consultant relating to the matters covered by this Agreement shall be the property of the City, and Consultant hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

7. **CONSULTANT'S BOOKS AND RECORDS.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled

checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

8. **INDEPENDENT CONTRACTOR.** It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

9. **INDEMNITY.**

A. **Indemnity for Professional Liability.** When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the City in the performance of professional services under this agreement.

B. **Indemnity for Other Than Professional Liability.** Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability

for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant.

10. **INSURANCE.** During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. **Workers' Compensation Insurance.** Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

b. **General Liability.**

- (i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Consultant shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

- (v) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. Automobile Insurance.

- (i) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Consultant.
- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

d. Professional Liability Insurance. Consultant shall carry professional liability insurance appropriate to Consultant's profession in the minimum amount of One Million Dollars (\$1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.

e. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

f. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

## 11. PREVAILING WAGES.

A. Labor Code Compliance. If the work performed under this Agreement falls within Labor Code Section 1720(a)(1) definition of a "public works" the Vendor agrees to comply with all of the applicable provisions of the Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages. The Vendor further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.

B. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. General Prevailing Wage Rate Determinations may be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov/>.

C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations, if applicable, are to be obtained by the Vendor from the Department of Industrial Relations. These wage rate determinations are to be posted by the Vendor at the job site in accordance with Section 1773.2 of the California Labor Code.

D. Vendor agrees to include prevailing wage requirements, if applicable, in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771.

12. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by the Consultant and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties

or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City.

13. **TERMINATION FOR CONVENIENCE OF CITY.** The City may terminate this Agreement any time by mailing a notice in writing to Consultant that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

14. **CONFORMANCE TO APPLICABLE LAWS.** Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Consultant in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

15. **WAIVER.** In the event that either City or Consultant shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

16. **INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS.** In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

17. **AMBIGUITIES.** This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

18. **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 Merced.

19. **AMENDMENT.** This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

20. **INTEGRATION.** This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

21. **AUTHORITY TO EXECUTE.** The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

22. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

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

CITY OF MERCED  
A California Charter Municipal  
Corporation

BY: Stephanie R. Dietz  
City Manager

ATTEST:  
STEPHANIE R. DIETZ, CITY CLERK

BY: Janice Lopez  
Assistant/Deputy City Clerk




APPROVED AS TO FORM:

BY: Kimberly Maday 8/5/21  
City Attorney Date

301731  
ACCOUNT DATA: PO# 143295

BY: [Signature]  
Verified by Finance Officer V-17804  
Funds to be enumbered as needed. WJ 9/15/21  
NOT to exceed \$500,000.00  
{Signatures continued on next page}

CONSULTANT  
JLB JBL TRAFFIC ENGINEERING, INC.,  
A California Corporation

BY:  8.9.2021  
(Signature)

JOSE LUIS BENAVIDES  
(Typed Name)

Its: PRESIDENT  
(Title)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

Its: \_\_\_\_\_  
(Title)

Taxpayer I.D. No. 90-1035010

ADDRESS: 516 W. Shaw Ave., Ste 103  
Fresno, CA 93704

TELEPHONE: (559) 570-8991

FAX: (559) 317-6854

E-MAIL: jbenavides@jlbtraffic.com

# **EXHIBIT A**

## Firm Qualifications

**JLB** is a transportation planning and traffic engineering consulting firm that provides engineering services for clients in the public and private sector. JLB was established on a high standard of professional knowledge and commitment to the design and construction of safe and efficient projects. Our integrity, efficiency and excellence has been demonstrated throughout our numerous successes. Because of our commitment to satisfy our client's needs and deliver projects on time and within budget, we have established a reputation that makes us their top choice.

JLB specializes in providing safe transportation systems, transportation planning, parking solutions and traffic engineering services to public and private sector clients including but not limited to California municipalities and agencies and private developers. JLB specializes in both study and design projects and is dedicated to the development of creative, cost-effective, and results-oriented solutions to projects associated with all modes of transportation. JLB has established a reputation for maintaining a strong commitment to clients and project excellence while balancing the needs of local jurisdictions.

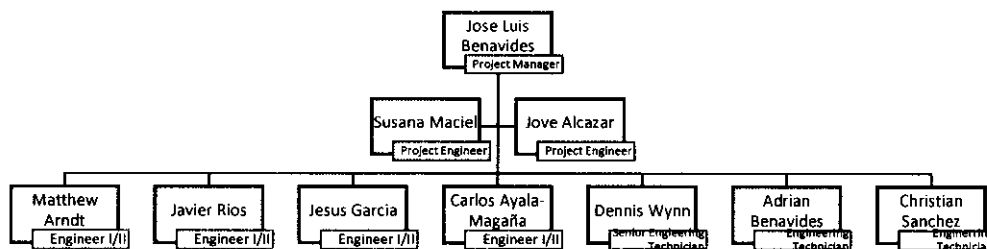
JLB's number one goal is to provide the most efficient transportation engineering services to clients and to the community by addressing their needs and offering options to realize their goals. This is accomplished through a strong company foundation built on high quality projects and excellence. JLB recognizes that a consultant is primarily retained for three reasons: 1) to serve as an extension to Client staff, 2) to provide technical expertise, and 3) to complete the project with minimal supervision. Jose Luis Benavides will serve as the Project Manager for all assigned tasks and is personally committed to completing projects thoroughly, on time and within budget.

JLB provides the following transportation planning and traffic engineering design services:

- Land Use Planning – Transportation
  - Transportation Elements
  - Traffic Signal Optimization & Coordination
  - Corridor & Systemwide Analysis
  - Transit Oriented Developments
  - Context-Sensitive Design
  - School Campus Master Plans
  - Transportation Impact
  - Impact Fee Programs
  - Long Range Transportation Planning
  - Traffic Management Plans
  - Site Access & Circulation
  - Transportation Demand Management
  - Traffic Impact Analysis (TIA)
  - Trip Generation Analysis (TGA)
  - Pass-by & Diverted Trip Surveys
  - Truck Route Plans
- Traffic Engineering Studies
  - Operational Studies
  - Roadway Segment & Intersection Geometrics
  - All-Way Stop Warrant Studies
  - Traffic Index Analysis
  - Traffic Safety Audits
  - Traffic Signal Warrant Studies
  - Left Turn Lane Warrant Studies
  - No Passing Zone Studies
  - Alternative Intersection & Interchanges
  - Roundabout Intersections
  - Engineering & Traffic Surveys
  - Sight Distance Analysis
- Bicycle & Pedestrian
  - Bike & Pedestrian Signals

- Bicycle, Pedestrian & Trail Master Planning
- Bikeway Design
- In-Roadway Lighting
- Rectangular Rapid Flashing Beacons (RRFB) Systems
- School Campus Bicycle & Pedestrian Planning
- Safe Routes to School
- Wayfinding Planning & Design
- Complete Streets
- Road Diets
- Land Use Planning – Parking
  - Parking Needs
  - Shared Parking
  - Parking Circulation and Layout
  - Parking Duration Studies
  - Parking Occupancy Studies
  - Parking Demand Studies
  - School Drop-Off Aisle Queuing Analysis
- Railroad Crossings
  - Inventory of Markings, Signage & Safety Devices
  - Safety Evaluation
  - Railroad Pre-emption Timing
  - At-Grade Railroad Crossing Pre-Signals & Queue Cutter Signals
  - Highway to At-Grade Railroad Crossing Studies
- Data Collection
  - Traffic, Pedestrian & Bicycle Counts
- Radar Speed Surveys
- Photo Documentation of Field Conditions
- Traffic Engineering Design
  - Traffic Signal Systems
  - Signal Interconnect Systems
  - Ramp Metering
  - Intelligent Transportation Systems
  - Traffic Monitoring Stations
  - Changeable Message Signs
  - Street Lighting
  - Signal Timing and Coordination
  - Trail Lighting
  - Flashing Beacons
  - High-Intensity Activated Crosswalk (HAWK) Signals
  - Highway Vehicle Classification Stations
  - Highway Traffic Count Stations
  - Highway & Freeway Lighting
  - Signing
  - Pavement Delineation
  - Traffic Calming Devices
  - Roadway Traffic Handling
  - Overhead Guide Signs
  - Design Build Projects
- Other Services
  - Plan Review Services
  - Construction Support
  - Expert Witness Services
  - Community Outreach
  - Grant Writing

### Firm Organizational Chart



## **PART A – SCOPE OF WORK**

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The consultant service in each category may include, but is not necessarily limited to, the scope outlined below. The City will select up to three (3) consultants from each category. The scope may expand based on the needs of the City.

### General Civil Engineering:

1. Provide construction plans and specifications of various road projects.
2. Provide construction plans and specifications for various utility projects (i.e. water, sewer, storm, etc.).
3. Provide construction support/inspection on various projects.
4. Provide alignment studies and cost estimates.
5. Prepare application for various grants.
6. Prepare various studies that is related to roads, water, sewer, and storm drains.
7. Assist with regulatory compliance and negotiation with Federal, State, and other agencies as necessary.
8. Other tasks that may be requested by the City (i.e. Structural).
9. Manage sub-consultant to complete the projects (geotechnical, traffic, environmental, etc.)

### Geotechnical Engineering and Construction Observation and Materials Testing Services

1. Provide geotechnical analysis services, including conducting soil sampling, classification and soil permeability analysis.
2. Provide construction observation and material testing services in accordance with City of Merced Standards and Caltrans Test Methods.
3. Provide road treatment recommendations based on samples from the field including, but not limited to, Cement, Quicklime, and Quicklime+ applications.
4. Provide evidence of the possession of current Caltrans Certifications (Inspector, Tester, and Laboratory) for soil, concrete, and asphalt methods for Construction Observation and Materials Testing Services

### Survey:

1. Prepare topographic and planimetric survey of proposed City projects, including all underground utility location(s) based on USA markings, digital terrain modeling for contour interpolation, profile, cross-section, and earthwork volume calculations
2. Prepare drawings of the survey based on the latest AutoCAD version (2018 or newer).
3. Provide land records research for boundary determination of existing and proposed City properties and right-of-way.
4. Recover existing monuments, including monuments (section corners, etc.) property corners, right-of-way monuments, and benchmark.
5. Provide retracement surveys.
6. Re-establish lost or obliterated corners.
7. Re-establish control points.
8. Provide construction staking as needed.
9. Provide record filing including, but not limited to, corner records, record of survey, etc.

### Traffic Engineer

1. Provide construction plans and specifications for traffic signals and phasing.
2. Prepare railroad pre-emption studies as necessary.
3. Provide transportation planning.
4. Prepare traffic safety and traffic studies.
5. Analyze traffic safety and traffic studies prepared by other consultants for development projects.
6. Conduct traffic counts and speed studies.
7. Coordinate with the California Public Utilities Commission (CPUC) and other agencies as necessary to obtain approval(s) for various projects.
8. Prepare pre-emption timing.
9. Traffic cards.
10. Signal coordination
11. Review Traffic studies for other developments

## **PART – B CONSULTANT REQUIREMENTS**

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All engineering plans (including structural and geotechnical), calculations, specifications, and reports (hereinafter referred to as "documents") shall be prepared by, or under the responsible charge of, a licensed engineer in the State of California and shall include his or her name and license number. Interim documents shall include a notation as to the intended purpose of the document, such as "Preliminary", "Not for Construction", "For Plan Check Only", or "For Review Only". All engineering plans and specifications that are permitted or that are to be released for construction shall bear the signature and seal or stamp of the licensee and the date of signing and sealing or stamping. All final engineering calculations and reports shall bear the signature and seal or stamp of the licensee, and the date of signing and sealing or stamping. If engineering plans are required to be signed and sealed or stamped, and have multiple sheets, the signature, seal or stamp, and date of signing and sealing or stamping, shall appear on each sheet of the plans. If engineering specifications, calculations, and reports are required to be signed and sealed or stamped and have multiple pages, the signature, seal or stamp, and date of signing and sealing or stamping shall appear at a minimum on the title sheet, cover sheet, or signature sheet.

All survey work, including but not limited to topographic, planimetric, field survey, boundary survey, retrace, or installation of new monuments shall be conducted under the supervision of a licensed surveyor in the State of California. Interim documents shall include a notation as to the intended purpose of the document, such as "Preliminary", "Not for Construction", "For Plan Check Only", or "For Review Only". If any document requires signature, per Professional Engineer and Survey Act, the documents shall be signed and stamped by the supervising surveyor.

The Consultant's personnel shall be capable, competent, and experienced in performing the types of work in this Agreement with minimal instruction. Personnel skill level should match the specific job classifications, as set forth herein or in the Consultant's Cost Proposal and task complexity. The Consultant's personnel shall be knowledgeable about, and comply with, all applicable Federal, State, and local laws and regulations.

The Consultant is required to submit a written request and obtain the City's prior written approval for any substitutions, additions, alterations, or modifications to the Consultant's originally proposed personnel and project organization, as depicted on the proposed Consultant's Organization Chart

or the Consultant's cost proposals. The substitute personnel shall have the same job classification, as set forth herein or in the Consultant's Cost Proposal not exceed the billing rate, and meet or exceed the qualifications and experience level of the previously assigned personnel, at no additional cost to the City.

The Consultant's personnel shall typically be assigned to and remain on specific City projects/deliverables until completion and acceptance of the project/deliverables by the City. Personnel assigned by the Consultant shall be available at the start of a Task Order and after acceptance of the project/deliverable by the City.

After City approval of the Consultant's personnel proposal and finalization of a Task Order, the Consultant may not add or substitute personnel without the City's prior written approval.

Resumes or certification containing the qualifications and experience of the Consultant's and Sub-consultant's personnel, which include existing, additional, and substitute personnel, and copies of their minimum required certifications, shall be submitted to the City for review before assignment on a project. The resume and copies of current license or certification for each candidate must be submitted to the City within one (1) week of receiving the request.

The City reserves the right and may interview the Consultant's personnel for qualifications and experience. If it is deemed necessary to conduct an interview, the Consultant shall provide adequate qualified personnel to be interviewed by the City within one (1) week of receiving the request. If the City consents with the proposed, the Consultant's personnel shall be binding to the Consultant and its Sub-consultants.

The City shall evaluate the adequacy (quality and quantity) of the work performed by the Consultant's personnel, and determine whether the deliverables are satisfactory. The City may reject any Consultant's personnel if they do not meet the minimum qualifications. If at any time the level of performance is below expectations, the City may direct the Consultant to immediately remove their personnel from the project specified and request another qualified person be assigned as needed. The substitute personnel shall meet the minimum qualifications required by this Agreement for performance of the work as demonstrated by a resume and copies of current license or certifications submitted by the Consultant. Substitute personnel shall receive prior written approval from City. Invoices with charges for personnel not pre-approved by the City for work on the Agreement and for each task shall not be reimbursable.

The Consultant shall not remove or replace any existing personnel assigned to the project without the prior written consent of the City. The removal or replacement of personnel without the written approval from the City shall be violation of the Agreement and may result in termination of the Agreement.

When assigned consultant personnel are on approved leave and when required by the City, the Consultant Contract Manager shall provide a substitute employee until the assigned employee returns to work from the approved leave. The substitute personnel shall have the same job classification, as set forth herein or in the Consultant's Cost Proposal, not to exceed the billing rate and meet or exceed the qualifications and experience level of the previously assigned personnel, at no additional cost to the City. Substitute personnel shall receive prior written approval from the City to work on this Agreement.



Other project personnel not identified on the Consultant's cost proposal, including, but not limited to, field and laboratory technicians, shall also satisfy appropriate minimum qualifications for assigned Task Orders. The City's prior written approval is required for all personnel not identified on the Consultant's organization chart or the Consultant's cost proposals before providing services under this Agreement.

For all civil related work, the Consultant contract manager and/or project manager shall be a Registered Professional Engineer licensed in the State of California, be in good standing with the California State Board for Professional Engineers, Land Surveyors, and Geologists at all times during the Agreement period for each project.

For all survey related work, the Consultant contract manager and/or project manager shall be a Licensed Registered Land Surveyor in the State of California, be in good standing with the California State Board for Professional Engineers and Land Surveyors at all times during the duration of this Agreement period for each project.

In addition to other specified responsibilities, the Consultant contract manager shall be responsible for all matters related to the Consultant's personnel, Sub-consultants, Construction Materials Sampling and Testing Services work, and Consultant's and Sub-consultant's operations including, but not limited to, the following:

1. Ensuring that deliverables are clearly defined, acceptance tested and that criteria are specific, measurable, attainable, realistic and time-bound; and that the deliverables satisfy the acceptance tests and criteria.
2. Supervising, reviewing, monitoring, training, and directing the Consultant's and Sub-Consultants' personnel.
3. Assigning qualified personnel to complete the required Task Order work as specified on an "as-needed" basis in coordination with the City.
4. Administering personnel actions for Consultant personnel and ensuring appropriate actions taken for Sub-consultant personnel.
5. Maintaining and submitting organized project files for record tracking and auditing.
6. Developing, organizing, facilitating, and attending scheduled coordination meetings, and preparation and distribution of meeting minutes.
7. Implementing and maintaining quality control procedures to manage conflicts, insure product accuracy, and identify critical reviews and milestones.
8. Assuring that all applicable safety measures are in place.
9. Providing invoices in a timely manner and providing monthly Agreement expenditures.
10. Reviewing invoices for accuracy and completion before billing to the City.
11. Managing Sub-consultants.
12. Managing overall budget for Agreement and provide report to the City.
13. Monitoring and maintaining required DBE/LBE involvement.
14. Ensuring compliance with the provisions in this Agreement and all specific Task Order requirements.
15. Monitor the health and safety of personnel working in a hazardous environment in accordance with all applicable Federal, State, and local regulations.
16. Knowledge, experience, and familiarity with prevailing wage issues and requirements in State of California.

17. Provide knowledge, experience, certifications for testers and laboratory, and familiarity Quality Control and Quality Assurance (QC/QA) for California Test Methods and laboratory.
18. Experience and capable in the review of the test reports within a reasonable time-frame of the completion of the tests to avoid delay of the field construction operation.

# EXHIBIT B

**EXHIBIT 10-H2 COST PROPOSAL** Form 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: **JLB Traffic Engineering, Inc.**       Prime Consultant       Subconsultant       2nd Tier Subconsultant

Project No.           TBD           Contract No.           TBD           Participation Amount \$           TBD           Date 6/19/2020

For Combined Rate	Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money%	<b>109.83%</b> Combined ICR %
-------------------	--	-------------------------------

OR

For Home Office	Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money%	= _____ Home Office ICR %
For Field Office	Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money%	= _____ Field Office ICR %

FEE % = **10%**

**BILLING INFORMATION**

**CALCULATION INFORMATION**

Name/Job Title/Classification <sup>1</sup>	Hourly Billing Rates <sup>2</sup>			Effective date of hourly rate		Actual or Avg. hourly rate <sup>3</sup>	% or \$ increase	Hourly range - for classifications only		Billing Rate Range for classification	
	Straight	OT(1.5x)	OT(2x)	From	To						
Jose Luis Benavides, PE, TE Principal	\$180.03	\$180.03	\$180.03	6/1/2021	12/31/2021	\$78.00	0.00%	Not Applicable	Not Applicable		
	\$185.44	\$185.44	\$185.44	1/1/2022	12/31/2022	\$80.34	3.00%				
	\$191.00	\$191.00	\$191.00	1/1/2023	12/31/2023	\$82.75	3.00%				
	\$196.73	\$196.73	\$196.73	1/1/2024	12/31/2024	\$85.23	3.00%				
	\$202.63	\$202.63	\$202.63	1/1/2025	12/31/2025	\$87.79	3.00%				
Susana Maciel, EIT Engineer I/II	\$92.33	\$92.33	\$92.33	6/1/2021	12/31/2021	\$40.00	0.00%	Not Applicable	Not Applicable		
	\$95.09	\$95.09	\$95.09	1/1/2022	12/31/2022	\$41.20	3.00%				
	\$97.95	\$97.95	\$97.95	1/1/2023	12/31/2023	\$42.44	3.00%				
	\$100.89	\$100.89	\$100.89	1/1/2024	12/31/2024	\$43.71	3.00%				
	\$103.91	\$103.91	\$103.91	1/1/2025	12/31/2025	\$45.02	3.00%				
Jove Alcazar, EIT Engineer I/II	\$84.25	\$84.25	\$84.25	6/1/2021	12/31/2021	\$36.50	0.00%	Not Applicable	Not Applicable		
	\$86.77	\$86.77	\$86.77	1/1/2022	12/31/2022	\$37.60	3.00%				
	\$89.38	\$89.38	\$89.38	1/1/2023	12/31/2023	\$38.72	3.00%				
	\$92.06	\$92.06	\$92.06	1/1/2024	12/31/2024	\$39.88	3.00%				
	\$94.82	\$94.82	\$94.82	1/1/2025	12/31/2025	\$41.08	3.00%				
Javier Rios Engineer I/II	\$76.17	\$76.17	\$76.17	6/1/2021	12/31/2021	\$33.00	0.00%	Not Applicable	Not Applicable		
	\$78.45	\$78.45	\$78.45	1/1/2022	12/31/2022	\$33.99	3.00%				
	\$80.81	\$80.81	\$80.81	1/1/2023	12/31/2023	\$35.01	3.00%				
	\$83.23	\$83.23	\$83.23	1/1/2024	12/31/2024	\$36.06	3.00%				
	\$85.73	\$85.73	\$85.73	1/1/2025	12/31/2025	\$37.14	3.00%				
Matthew S. Arndt, EIT Engineer I/II	\$76.17	\$76.17	\$76.17	6/1/2021	12/31/2021	\$33.00	0.00%	Not Applicable	Not Applicable		
	\$78.45	\$78.45	\$78.45	1/1/2022	12/31/2022	\$33.99	3.00%				
	\$80.81	\$80.81	\$80.81	1/1/2023	12/31/2023	\$35.01	3.00%				
	\$83.23	\$83.23	\$83.23	1/1/2024	12/31/2024	\$36.06	3.00%				
	\$85.73	\$85.73	\$85.73	1/1/2025	12/31/2025	\$37.14	3.00%				
Carlos Ayala-Magana, EIT Engineer I/II	\$73.86	\$73.86	\$73.86	6/1/2021	12/31/2021	\$32.00	0.00%	Not Applicable	Not Applicable		
	\$76.08	\$76.08	\$76.08	1/1/2022	12/31/2022	\$32.96	3.00%				
	\$78.36	\$78.36	\$78.36	1/1/2023	12/31/2023	\$33.95	3.00%				
	\$80.71	\$80.71	\$80.71	1/1/2024	12/31/2024	\$34.97	3.00%				
	\$83.13	\$83.13	\$83.13	1/1/2025	12/31/2025	\$36.02	3.00%				
Jesus Garcia Engineer I/II	\$73.86	\$73.86	\$73.86	6/1/2021	12/31/2021	\$32.00	0.00%	Not Applicable	Not Applicable		
	\$76.08	\$76.08	\$76.08	1/1/2022	12/31/2022	\$32.96	3.00%				
	\$78.36	\$78.36	\$78.36	1/1/2023	12/31/2023	\$33.95	3.00%				
	\$80.71	\$80.71	\$80.71	1/1/2024	12/31/2024	\$34.97	3.00%				
	\$83.13	\$83.13	\$83.13	1/1/2025	12/31/2025	\$36.02	3.00%				
Engineering Aide				6/1/2021	12/31/2021		0.00%	\$15.00	\$25.00	\$34.62	\$57.70
				1/1/2022	12/31/2022		3.00%	\$15.45	\$25.75	\$35.66	\$59.43
				1/1/2023	12/31/2023		3.00%	\$15.91	\$26.52	\$36.72	\$61.21
				1/1/2024	12/31/2024		3.00%	\$16.39	\$27.32	\$37.83	\$63.06
				1/1/2025	12/31/2025		3.00%	\$16.88	\$28.14	\$38.96	\$64.95

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 cognized 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 FORM 2 OF 3

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

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant JLB Traffic Engineering, Inc.                       Prime Consultant                      Subconsultant

Project No. TBD                      Contract No. TBD                      Date 7/27/2021

SCHEDULE OF OTHER DIRECT COST ITEMS				
PRIME CONSULTANT				
DESCRIPTION OF ITEMS	Quantity	Unit	Unit Cost	Total
Outside Vendor Printing and Reproduction	0.00	EA	Actual	\$0.00
U.S. Mail	0.00	EA	Actual	\$0.00
Overnight Mail Service	0.00	EA	Actual	\$0.00
Personal Vehicle	500	Mile	At current IRS rate	\$280.00
Rental Vehicle & Gas	0.00	Day	Actual	\$0.00
Tolls & Parking	0.00	EA	Actual	\$0.00
Per Diem	0.00	Day	At current GSA Rate	\$0.00
Research Fees	0.00	EA	Actual	\$0.00
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

Note: Add Additional pages if necessary.

**IMPORTANT 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.
- 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.
- If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
- The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.

EXHIBIT 10-H2 COST PROPOSAL Form 3 of 3

**Certification of Direct Costs:**

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

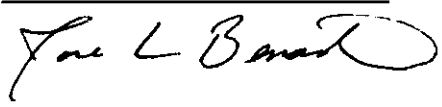
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management,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

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

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

**Prime Consultant or Subconsultant Certifying:**

Name: Jose Luis Benvides Title\*: President

Signature:  Date of Certification (mm/dd/yyyy): 7/28/2021

Email: jbenavides@JLBtraffic.com Phone Number: (559) 570-8991

Address: 5928 E Kaviland Ave, Fresno, CA 93727

\*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:

Signal Design, Traffic Studies and Plan review Services.

**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: JLB Traffic Engineering, Inc.

**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 109.83 % OR

Home Office Rate n/a % and Field Office Rate (if applicable) n/a %

Facilities Capital Cost of Money n/a % (if applicable)

Fiscal period \* 01/01/2019 to 12/31/2019

\* 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

**Consultant Annual Certification of Indirect Costs and Financial Management System**

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:

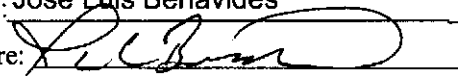
- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

**All A&E Contract Information:**

- Total participation amount \$ 1,347,800 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 one.
- Years of consultant's experience with 48 CFR Part 31 is six years.
- 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\*\*: Jose Luis Benavides Title\*\*: President  
 Signature:  Date of Certification (mm/dd/yyyy): 07/28/2021  
 Email\*\*: jbenavides@JLBtraffic.com Phone Number\*\*: (559) 570-8991

\*\*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



**JLB Traffic Engineering, Inc.**  
**Statement of Direct Labor, Fringe Benefits,**  
**and General Overhead**  
**For the Year Ended December 31, 2019**

**JLB TRAFFIC ENGINEERING, INC.**

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**JLB Traffic Engineering, Inc.**  
**Statement of Direct Labor, Fringe Benefits, and General Overhead**  
**For the Year Ended December 31, 2019**

<u>Description</u>	<u>Unadjusted Costs</u>	<u>Unallowable Costs</u>	<u>Notes</u>	<u>Allowable Costs</u>	<u>% Direct Labor</u>
<b><u>DIRECT LABOR</u></b>	<u>\$ 440,965</u>	-		<u>\$ 440,965</u>	
<b><u>FRINGE BENEFITS</u></b>					
Vacation, Sick, and Holiday Pay	52,791	-		52,791	
Payroll Taxes	40,632	-		40,632	
Retirement	52,357	-		52,357	
Employee Insurance	34,229	-		34,229	
Workers' Compensation Insurance	4,416	-		4,416	
<b>Fringe Benefits Subtotal</b>	<u>184,424</u>	-		<u>184,424</u>	
<b><u>GENERAL OVERHEAD</u></b>					
Indirect Labor	110,114	-		110,114	
Rent	25,177	-		25,177	
Utilities and Telephone	5,139	-		5,139	
Business Insurance	16,477	-		16,477	
Professional Meetings and Meals	276	-		276	
Outside Services	2,779	(2,779)	<b>a</b>	-	
Legal and Professional	5,898	-		5,898	
Education and Training	1,025	-		1,025	
Professional Registration, Dues, and Memberships	3,836	(749)	<b>b</b>	3,087	
Depreciation	48,019	-		48,019	
Computer Expenses	23,638	-		23,638	
Office Expenses	33,985	(1,791)	<b>d</b>	32,194	
Firm Promotion	19,077	(19,077)	<b>d</b>	-	
Licenses and Fees	1,075	-		1,075	
Interest Expense	-	-		-	
Donations	1,778	(1,778)	<b>c</b>	-	
Vehicle Costs	15,948	-		15,948	
Travel and Meals	4,072	-		4,072	
Gain (Loss) on Disposal of Assets	5,392	-		5,392	
Taxes	2,351	-		2,351	
<b>General Overhead Subtotal</b>	<u>326,056</u>	<u>(26,173)</u>		<u>299,882</u>	
<b>Fringe Benefits and General Overhead Total</b>	<u>\$ 510,480</u>	<u>\$ (26,173)</u>		<u>\$ 484,307</u>	<u>109.83%</u>
<b>OVERHEAD RATE</b>					<b>109.83%</b>

**JLB Traffic Engineering, Inc.**  
**Statement of Direct Labor, Fringe Benefits, and General Overhead**  
**For the Year Ended December 31, 2019**

**Notes**

- a** Unallowable direct costs per FAR 31.202.
- b** Unallowable lobbying and political activity costs per FAR 31.205-22.
- c** Unallowable contributions or donations per FAR 31.205-8.
- d** Unallowable public relations and advertising costs per FAR 31.205-1.

**JLB Traffic Engineering, Inc.**  
**Notes to Statement of Direct Labor, Fringe Benefits, and General Overhead**  
**For the Year Ended December 31, 2019**

**Note A - Nature of Operations and Summary of Significant Policies:**

**Nature of Operations**

JLB Traffic Engineering, Inc. (the Company), is a privately-owned Subchapter S corporation with one office located in Fresno, California. The Company is a traffic and transportation engineering firm providing services to private sector clients and local, state, and federal agencies.

**Basis of Accounting**

The Company's Statement of Direct Labor, Fringe Benefits, and General Overhead (the statement) was prepared on the basis of accounting practices prescribed in Part 31 of the Federal Acquisition Regulation (FAR), and certain other federal and state regulations. Accordingly, the statement is not intended to present the results of operations of the Company in conformity with accounting principles generally accepted in the United States of America.

The Company maintains its accounting records on the accrual basis method of accounting for financial reporting and the cash basis method of accounting for income tax purposes. The accompanying statement has been prepared on the accrual basis.

**Job Cost Accounting System**

The Company maintains and utilizes a job cost accounting system that accounts for all direct costs (direct labor and other costs that can be identified specifically with a project or final cost objective), on a consistent basis. The Company also maintains a general ledger in which direct and indirect costs are separated and accumulated which allows for the periodic reconciliation of the job costs to the general ledger.

**Distribution of Direct Labor Costs**

The Company distributes labor costs to direct projects for all employee classifications based on actual time incurred.

**Direct Costs**

The Company's method of estimating costs for pricing purposes during the proposal process is consistent with the accumulation and reporting of costs under its job cost system. The statement excludes the following classifications of costs which were related to projects:

- Subconsultants - The source of the direct charge is the vendor invoice received by the Company.
- Travel and subsistence - The source of the direct charge is employee submitted receipts and mileage logs.

**JLB Traffic Engineering, Inc.**  
**Notes to Statement of Direct Labor, Fringe Benefits, and General Overhead**  
**For the Year Ended December 31, 2019**

**Note A - Nature of Operations and Summary of Significant Policies (Continued):**

**Direct Costs (Continued)**

- External printing and reproduction - The source of the direct charge is the vendor invoice received by the Company.
- Other direct expenses - The source of the direct charge is the vendor invoice or employee submitted receipts.

**Note B - Labor Related Costs:**

**Executives/Highly Compensated Employees**

The cost principles used in the evaluation of the Company's compensation for FAR overhead rate purposes are the allowability and reasonableness criteria contained in FAR 31.201-3, Determining Reasonableness, and FAR 31.205-6, Compensation for Personal Services. In determining the reasonableness of total compensation, the factors that are important to consider include conformity with compensation practices of other firms:

- i. of the same size;
- ii. in the same industry; and,
- iii. in the same geographic area.

Bonuses and incentive compensation are allowable provided the:

- i. awards are paid or accrued under an agreement entered into in good faith between the contractor and the employees before the services are rendered or pursuant to an established plan or policy followed by the contractor so consistently as to imply, in effect, an agreement to make such payment, and
- ii. basis for the award is supported.

The Company performed an analysis of executive compensation using A/E industry executive compensation surveys. For the year ended December 31, 2019, the executive compensation paid by the Company to its CEO did not exceed the amount determined to be reasonable for the Company's size based on the analysis of the survey data.

No compensation claimed for any employee exceeded the Benchmark Compensation Amount as determined by the Office of Federal Procurement Policy, Section 808(b) of Public Law 105-85 or the limit of \$525,000 established by Public Law 113-67.

**Expressly Unallowable Compensation**

For the year ended December 31, 2019, the Company did not pay any compensation related to unallowable activities.

**JLB Traffic Engineering, Inc.**  
**Notes to Statement of Direct Labor, Fringe Benefits, and General Overhead**  
**For the Year Ended December 31, 2019**

**Note B - Labor Related Costs (Continued):**

**Paid Overtime**

All hourly employees are eligible for overtime if they work more than 8 hours in one day and more than 40 hours in one week. Hourly non-exempt employees are paid at time and a half for overtime and hourly exempt employees are paid at straight time. Overtime is recorded as direct or indirect based on what the employee was doing when the 40 hours were exceeded. Overtime premium costs are recorded as an indirect cost.

**Uncompensated Overtime**

The Company pays all employees, including exempt employees, for all hours worked. As a result, the Company does not incur uncompensated overtime for hours worked in excess of 40 hours per week by exempt employees.

**Note C - Benefits:**

**Paid Time Off**

The Company provides ten days' vacation, five days' sick leave, and eight holidays to each full-time employee during the first year of employment. For each additional year between years two through five an additional day of vacation is earned. The amount of vacation time is accrued each pay period. Unused vacation time may be carried over into the next year but cannot exceed two times the employee's annual limit. If an employee leaves the Company, vacation time accrued and earned through the last day of work is paid in a lump sum upon termination.

**Note D - Depreciation and Leasing Policies:**

Property and equipment are carried at cost and include expenditures for new additions and those which substantially increase the useful lives of existing assets. Depreciation is computed at various rates by use of straight-line and accelerated methods. Expenditures for normal repairs and maintenance are charged to operations as incurred. The cost of property and equipment retired or otherwise disposed of and the related accumulated depreciation are removed from the accounts in the year of disposal, with the resulting gain or loss reflected in the statement or in the cost of the replacement asset.

The Company leases its principal office facilities from a unrelated third party company.

**Note E - Overhead Rate Structure:**

The Company did not utilize a field office overhead rate in 2019, as all direct and indirect costs relate to home office operations. Therefore, all direct and indirect costs are allocated to the single company-wide overhead rate calculated in the statement.

**JLB Traffic Engineering, Inc.**  
**Notes to Statement of Direct Labor, Fringe Benefits, and General Overhead**  
**For the Year Ended December 31, 2019**

**Note F - Management Evaluation of Subsequent Events:**

The Company has evaluated subsequent events through August 24, 2020 the date on which the Statement of Direct Labor, Fringe Benefits, and General Overhead was completed.



July 28, 2021

Mr. Michael Beltran, PE  
City Engineer  
City of Merced  
678 W. 18th Street  
Merced, CA 95340

**Project: City of Merced – On-Call Traffic Engineering Category - Roadway Design and Related Project Development and Design support services during Construction**

Dear Mr. Beltran:

**JLB Traffic Engineering, Inc.** is submitting this letter in response to whether the scope of work likely to be completed by JLB Traffic Engineering Inc. will be subject to prevailing wage requirements.

**JLB's** scope of work for this pursuit will be limited to design services and therefore would not be subject to prevailing wages.

Sincerely,



Jose Luis Benavides, PE, TE  
President



www.JLBtraffic.com  
info@JLBtraffic.com

516 W. Shaw Ave., Ste. 103  
Fresno, CA 93704  
(559) 570-8991



# APPLICATION FOR PUBLIC WORKS CONTRACTOR REGISTRATION

## Registration Information

Type: Renewal

Period: September 30, 2020 – June 30, 2022

## Contractor Information

Contractor Name: JLB TRAFFIC ENGINEERING, INC,

Trade Name: CIVIL AND TRAFFIC ENGINEERING

License Type Number: 1000049351

## Contractor Physical Address

Physical Business Country: United States of America

Physical Business Address: 516 E. SHAW AVE, STE. 103

Physical Business City/ Province: FRESNO

Physical Business State: CA

Physical Business Postal Code: 93704

## Contractor Mailing Address

Mailing Business Country:

Mailing Business Address:

Mailing Business City/ Province:

Mailing Business State:

Mailing Business Postal Code:

## Contact Info

Daytime Phone:

Mobile Phone:

Daytime Phone Ext.:

Business Email: [jbenavides@jlbtraffic.com](mailto:jbenavides@jlbtraffic.com)

Applicant's Email: [jbenavides@jlbtraffic.com](mailto:jbenavides@jlbtraffic.com)

# Workers' Compensation

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## Professional Employer Organization (PEO)

Do you lease employees through Professional Employer Organization? No

## Workers' Compensation Overview

Insured by carrier

Carrier: TWIN CITY FIRE INSURANCE  
COMPANY

Inception Date: January 28, 2020

Policyholder Name: JLB TRAFFIC ENGINEERING, INC.

Expiration Date: January 28, 2021

Policy Number: 57WEGGD0952

## Certification

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- Yes I certify that I do not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award
- Yes I certify that the contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.
- Yes I certify that one of the following is true: (1) I am licensed by the Contractors State License Board (CSLB) in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code; or (2) my business or trade is not subject to licensing by the CSLB.

I understand refunds are not authorized

I, Jose L Benavides, the undersigned, am , JLB TRAFFIC ENGINEERING, INC, with the authority to act for and on behalf of the above named contractor. I certify under penalty of perjury that all of the above information provided is true and correct. I further acknowledge that any untruthful information provided in this application could result in the certification being canceled.

I certify this on: 9/30/2020 11:11:15 AM

## Legal Entity Information

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### Legal Entity Type: Corporation

Name: JLB TRAFFIC ENGINEERING, INC,

# EXHIBIT C

**EXHIBIT C**  
**City of Merced**  
**Authorization of Services Agreement**

Dept. Head Sig.: _____
Due Date: _____
Return to: _____
_____
_____

\_\_\_\_\_  
 Name of City Contact

\_\_\_\_\_  
 Phone Ext.

<b>Description of Services to be Provided:</b>	<b>Official Use Only</b>

**Check Box If Applicable To Project:**

<input type="checkbox"/> License (1)* Type _____	<input type="checkbox"/> Business License (2)* _____	<input type="checkbox"/> Bonds (6)* _____
<input type="checkbox"/> Insurance (13)* _____	<input type="checkbox"/> Workers' Compensation (14)* _____	<input type="checkbox"/> Prevailing Wages (15)* _____

*\* Numbers correspond to paragraph numbers on the Terms and Conditions attached hereto.*

<b>Consultant:</b>	<b>Proposal/Quote</b>
1. _____	
2. _____	
3. _____	
Total Amount \$ _____	

By completing and executing this document, Consultant agrees to be bound to the Terms and Conditions attached hereto and incorporated by reference, any additional terms and conditions found on the Purchase Order, and any other terms and conditions imposed by the City and attached hereto or in the Merced Municipal Code, and makes the City an offer for the above-mentioned services at the above-mentioned price. This agreement is not binding on the City until executed by the City Manager, or his/her designee, and a Purchase Order is issued to Consultant. Any terms and conditions proposed by Consultant shall not be binding upon the City unless expressly agreed to in writing by the designated representative of the City.

The individuals executing this contract represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

<b>Consultants</b>	_____
_____	_____
<b>Print Name</b>	<b>Name of Business Entity</b>
_____	_____
<b>Signature</b>	<b>Date</b> _____
_____	<b>Phone No.</b> _____
<b>Position/Title</b>	<b>License No.:</b> _____
_____	<b>(If Applicable)</b>

<b>Accepted by City of Merced</b>	<b>Official Use</b>
<b>Only</b>	
_____	<b>Date</b> _____
<b>City Manager or Designee</b>	

**EXHIBIT C**  
**City of Merced**  
**Authorization of Services Agreement**

**TERMS AND CONDITIONS FOR**  
**SERVICES CONTRACTS**

THESE TERMS AND CONDITIONS, (“Terms and Conditions”) are made and entered into on the date shown on the attached Statement of Services, by and between the City of Merced, a California Charter Municipal Corporation, (“City”) and the Consultant, Vendor, Contractor, or Person, (“Contractor”) shown on the Authorization for Service Agreement. These Terms and Conditions, Authorization for Service Agreement, and the Consulting and Professional Services Contract shall herein be collectively referred to as the “Agreement.” Any words that Consultant adds to the Agreement or any form that Consultant uses in the course of business will not change or supersede these Terms and Conditions. The City must agree, in writing, to any change in terms and conditions. The City’s acceptance of any work or services is not an acceptance of Consultant’s conflicting terms and conditions should such exist.

1. CONTRACTOR’S SERVICES. Contractor shall, at its own cost and expense and as authorized and directed by the City, provide the personnel, supervision, equipment, supplies, services, administration, transportation, and other needs to complete the work described in the Authorization for Service Agreement and the City’s Purchase Order, which is hereby incorporated and made a part of these Terms and Conditions, within the agreed upon time schedule and budget. The Contractor is responsible for obtaining and administering the employment of personnel having the training, experience, licenses, and other qualifications necessary for the work assigned. All project-related costs shall be assumed and paid by the Contractor. These Terms and Conditions and Purchase Order provide the exclusive means of payment and reimbursement of costs to the Contractor by the City.

Such work shall include the following:

- a. The Contractor shall perform the services as described in the Statement of Services and Purchase Order in full compliance with these Terms and Conditions and adopted City policies and guidelines as provided to the Contractor, and in compliance with all other applicable laws and regulations.
- b. The Contractor shall perform all services and prepare all documents in professional form, exercising the special experience, skill, and education required for such service.
- c. The Contractor shall provide finished documents of presentation quality that evidence the highest standards of investigation, professional review, public participation, and presentation.

2. SCHEDULE OF PERFORMANCE AND BUDGET. The Contractor shall satisfactorily perform the services described in the Statement of Services and Purchase Order within the Time Schedule stated or agreed to between the Contractor and the City. The Contractor shall review the remaining work and remaining budget at least monthly (or at such other interval as directed by City staff) and shall confirm that completion may be expected within the budget approved or, in the

**EXHIBIT C**  
**City of Merced**  
**Authorization of Services Agreement**

alternative, give immediate notice when it shall first appear that the approved budget will not be sufficient, together with an explanation for any projected insufficiency.

The Contractor shall immediately inform the City of any problems, obstructions, or deviations of which the Contractor becomes aware affecting Contractor's ability to complete the project in a timely, efficient, and competent manner.

3. RISK OF LOSS PRIOR TO FINAL ACCEPTANCE. Risk of loss from total or partial destruction of the work, prior to final acceptance, shall be borne by Contractor regardless of the cause. Contractor shall repair or replace such damages or destroyed work to its prior undamaged condition before being entitled to additional progress payments or final payment. Total or partial destruction or damage shall not excuse Contractor from completion of work.

4. COMPENSATION. Payment by the City to the Consultant for actual services rendered shall be made upon presentation of an invoice detailing services performed and authorized.

5. PERMITS AND LICENSES.

- a. Contractor shall apply for and procure permits and licenses necessary for the work.
- b. Contractor shall give notices necessary and incidental to the due and lawful prosecution of the work and shall comply duly with the terms and conditions of permits and licenses.
- c. Contractor shall pay charges and fees in connection with permits and licenses.

**FIRST AMENDMENT TO AGREEMENT FOR  
PROFESSIONAL SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this 20<sup>th</sup> day of November, 2023, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 W 18<sup>th</sup> Street, Merced, California 95340, (hereinafter referred to as "City"), and JLB Traffic Engineering, Inc., a California Corporation, whose address of record is 516 W. Shaw Avenue, Suite 103, Fresno, California 93 704, (hereinafter referred to as "Consultant").

WHEREAS, City is undertaking a project to provide on-call traffic engineering services; and,

WHEREAS, City and Consultant have previously entered into an Agreement for Professional Services ("Agreement") dated September 7th, 2021; and,

WHEREAS, City and Consultant desire to amend said Agreement to provide for an additional term in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, agree as follows:

1. Section 23, "FIRST OPTION TO RENEW," is hereby added to the Agreement to read as follows:

"SECTION 23. FIRST OPTION TO RENEW. The City and Consultant desire to exercise the option to renew the Agreement for one (1) additional year pursuant to Section 3, 'Term of Agreement' of the Agreement. The term of this first renewal shall be from September 7, 2023 through September 6, 2024."

2. Except as herein amended, the Agreement dated September 7, 2021, shall remain in full force and effect.

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



CITY OF MERCED  
A California Charter Municipal  
Corporation

BY: *[Signature]*  
*Acting* City Manager

ATTEST:  
D. SCOTT MCBRIDE, CITY CLERK

BY: *[Signature]*  
Assistant/Deputy City Clerk



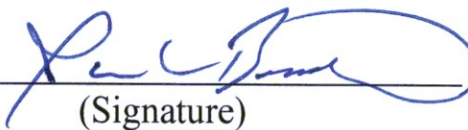
APPROVED AS TO FORM:

BY: *[Signature]* 10/16/2023  
City Attorney Date

572  
ACCOUNT DATA:

BY: *[Signature]*  
Verified by Finance Officer V-561  
No funds to encumber. JC 11/27/23  
FL 11/27/23

CONSULTANT  
JLB TRAFFIC ENGINEERING, INC.,  
A California Corporation

BY:   
(Signature)

Jose Luis Benavides  
(Typed Name)

Its: President  
(Title)

BY: n/a  
(Signature)

n/a  
(Typed Name)

Its: n/a  
(Title)

Taxpayer I.D. No. 90-1035010

ADDRESS: 516 W. Shaw Ave., Ste 103  
Fresno, CA 93704

TELEPHONE: 559-570-8991

FAX: (559) 317-6854

E-MAIL: jbenavides@jlbtraffic.com