

**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS
(MORE THAN \$100,000)***

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Harris & Associates, Inc.
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. SERVICES TO BE PROVIDED. The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:
Provide professional engineering services for Phase 2 of the Palo Colorado Road Emergency Repair at Rocky Creek Crossing

2. PAYMENTS BY COUNTY. County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$418,428.00.

3. TERM OF AGREEMENT. The term of this Agreement is from June 13, 2017 to June 13, 2020, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. ADDITIONAL PROVISIONS/EXHIBITS. The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

- Exhibit A** Scope of Services/Payment Provisions
- Exhibit B** Federal Provisions
- Exhibit C** Incorporation of Request for Qualifications (RFQ) #1601, Addendum No. 1 to RFQ #1601, and Statement of Qualification Documents, on file with the Resource Management Agency - Public Works and Facilities

5. PERFORMANCE STANDARDS.

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

*Approved by County Board of Supervisors on _____.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice; either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION.

8.01 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

8.02 Indemnification for Design Professional Services Claims:

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

8.03 Indemnification for All Other Claims or Loss:

For any claim, loss, injury, damage, expense or liability other than claims arising out of the CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

9.0 INSURANCE.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's, Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Modification (Justification attached; subject to approval).

9.04 Other Insurance Requirements.

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed

operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations, which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability, which County may incur because of CONTRACTOR's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Dalia Mariscal-Martinez, Management Analyst II	Frank Lopez, P.E., Project Manager
Name and Title	Name and Title
County of Monterey, Resource Management Agency 1441 Schilling Place-South, 2nd Floor Salinas, California 93901-4527	Harris & Associates, Inc. 450 Lincoln Avenue, Suite 103 Salinas, California 93901
Address	Address
(831) 755-8966	(831) 789-8667
Phone	Phone

15. **MISCELLANEOUS PROVISIONS.**

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

This space is left blank, intentionally.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form

By: [Signature]
County Counsel

Date: 6/5/17

Approved as to Fiscal Provisions²

By: [Signature]
Auditor/Controller

Date: 6-12-17

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

Harris & Associates, Inc.
Contractor's Business Name*

By: [Signature]
(Signature of Chair, President, or Vice-President)*

Lisa Larrabee, CEO/President
Name and Title

Date: June 5, 2017

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Lisa Larrabee, Secretary
Name and Title

Date: June 5, 2017

County Board of Supervisors' Agreement Number: _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required for all Professional Service Agreements over \$100,000

²Approval by Auditor/Controller is required for all Professional Service Agreements

³Approval by Risk Management is required only if changes are made in paragraph 8 or 9

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between
County of Monterey, hereinafter referred to as “COUNTY”
and
Harris & Associates, Inc., hereinafter referred to as “CONTRACTOR”**

BACKGROUND:

During the storms of February 2017, Palo Colorado Road at Rocky Creek Crossing sustained damages requiring emergency repair. CONTRACTOR was selected to provide professional engineering services for Phase 1 of the Palo Colorado Road Emergency Repair at Rocky Creek Crossing (hereinafter, “Project”) under a separate Professional Services Agreement (PSA) (Agreement No. A-13275; Multi-Year Agreement (MYA) No. 3000*2685 under Request for Qualifications (RFQ) #1601 for on-call civil engineering for transportation projects. COUNTY has selected CONTRACTOR to provide professional engineering services for completion of Phase 2 of the Project as outlined in the following Scope of Services.

SCOPE OF SERVICES:

TASK 1 – PROJECT MANAGEMENT (PHASE 1 & PHASE 2)

TASK 1.1 – PROJECT MANAGEMENT

Project Management responsibilities shall involve preparation and maintenance of the Critical Path Method (CPM) schedule, resource management, and coordination meetings with the Project Development Team (PDT). The Project Manager shall coordinate the Project kick off meeting and the bimonthly trend meetings to report progress, identify issues, and develop the necessary action items list.

Phase 2 Cost: \$3,950.00

TASK 1.2 – PROJECT MEETINGS

This task includes attendance to Project status meetings with COUNTY staff and appropriate members of the PDT. This task assumes the meetings will occur twice a month and as needed.

Phase 2 Cost: \$14,258.00

TASK 1.3 – FUNDING REIMBURSEMENT DOCUMENTATION

This task includes tracking of the Project documents to assist COUNTY with State and Federal reimbursement. CONTRACTOR’S employee, Ken Leep, who is a former California Office of Emergency Services (Cal OES) employee, shall assist with this effort to compile the required forms and to provide consultation during Project meetings.

Phase 2 Cost: \$11,100.00

PHASE 2, TASK 1 TOTAL COST: \$29,308.00

TASK 2 – ENVIRONMENTAL DOCUMENTATION AND PERMITS (PHASE 1 AND PHASE 2)

CONTRACTOR shall supplement staff from ICF Jones & Stokes, Inc. (ICF) in preparing permit applications and supporting technical documentation.

COUNTY took the necessary emergency action to mitigate the damage to this section of Palo Colorado Road by installing rip-rap and a temporary bridge to maintain resident access. This action required emergency permits for which COUNTY pursued as a part of the emergency response. However, as part of

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

a long-term solution, COUNTY intends to repair and/or replace existing infrastructure in three (3) contiguous locations:

- **Rocky Creek Crossing:** Install either a pipe culvert, box culvert, or metal arch culvert system with an open bottom, excavate accumulated sediment, install rip-rap, and structural protection for the arch culvert. For the purposes of the environmental permitting scope described below, CONTRACTOR assumes one (1) of these three (3) alternatives shall be the proposed Project.
- **Brandon Creek Crossing:** Upsize the existing pipe culvert, remove debris, install rip-rap, and structural protection for the pipe culvert(s).
- **Palo Colorado Road:** Repair the road between Rocky Creek and Brandon Creek (approximately 950 feet). These improvements may include the installation of a retaining wall, repaving of this section of roadway, and drainage improvements.

CONTRACTOR anticipates the work described above will require environmental permits to authorize impacts on aquatic resources and other habitats under the jurisdiction of the United States (U.S.) Army Corps of Engineers (USACE), Central Coast Regional Water Quality Control Board (Central Coast RWQCB), and the California Department of Fish and Wildlife (CDFW). Additionally, COUNTY will need to comply with the requirements of Section 7 of the Federal Endangered Species Act (ESA) and Section 106 of the National Historic Preservation Act (NHPA). CONTRACTOR shall engage with the regulatory agencies early and often to ensure the proposed Project can be permitted in a timely manner. Furthermore, the Federal Emergency Management Agency (FEMA) will likely provide funding to cover repair of damages incurred during the early January storms. The tasks necessary to achieve these authorizations are described below.

TASK 2.1 – WETLAND DELINEATION AND PRELIMINARY JURISDICTIONAL DETERMINATION

Task 2.1 provided under Phase 1 of the Project and identified for payment under a separate on-call PSA (MYA 3000*2685) with CONTRACTOR.

TASK 2.2 – USACE NATIONWIDE PERMIT (SECTION 404)

Task 2.2 provided under Phase 1 of the Project and identified for payment under a separate on-call PSA (MYA 3000*2685) with CONTRACTOR.

TASK 2.3 – CENTRAL COAST RWQCB WATER QUALITY CERTIFICATION AND/OR WASTE DISCHARGE REQUIREMENTS (WDR) (SECTION 401)

Task 2.3 provided under Phase 1 of the Project and identified for payment under a separate on-call PSA (MYA 3000*2685) with CONTRACTOR.

TASK 2.4 – CDFW LAKE OR STREAMBED ALTERATION AGREEMENT (SECTION 1602)

Task 2.4 provided under Phase 1 of the Project and identified for payment under a separate on-call PSA (MYA 3000*2685) with CONTRACTOR.

TASK 2.5 – BIOLOGICAL RESOURCES ASSESSMENT (SECTION 7)

Task 2.5 provided under Phase 1 of the Project and identified for payment under a separate on-call PSA (MYA 3000*2685) with CONTRACTOR.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

TASK 2.6 – CULTURAL RESOURCES STUDIES (SECTION 106)

Task 2.6 provided under Phase 1 of the Project and identified for payment under a separate on-call PSA (MYA 3000*2685) with CONTRACTOR.

TASK 2.7 – CONCEPTUAL MITIGATION PLAN

CONTRACTOR'S biologist and regulatory compliance specialists shall develop a conceptual mitigation plan that can achieve Project authorization from the Federal and State regulatory agencies. CONTRACTOR'S biologists shall work together when in the field to explore opportunities and potential mitigation approaches (during the Task 1 site visit), and shall consult with regulatory agency and COUNTY staff during an interagency site visit (described under Task 2.8) to obtain their input prior to submitting the permit application with the conceptual mitigation plan.

The conceptual mitigation plan shall be in memorandum format, with necessary graphics to display the concept, and be included as an attachment to the permit applications. The conceptual mitigation plan shall identify the location(s) and approach for mitigating any temporary and permanent impacts on jurisdictional wetlands and waters, including riparian habitat, ideally in close proximity to the Project site and in the same watershed. This mitigation may include a combination of minor wetland/stream enhancement, revegetation and/or restoration. The mitigation approach shall also benefit the California red-legged frog and South/Central California coast steelhead to facilitate the Section 7 consultations and concurrence with a not likely to adversely affect determination.

In addition, due to the surrounding trees and proximity to the repairs, the CONTRACTOR will contract with a certified arborist to provide recommendations with respect to the tree root system and the Project improvements.

Assumptions

- *There shall be one (1) round of COUNTY comment and review on the conceptual mitigation plan.*
- *The Project will not permanently affect suitable breeding habitat for Federally listed fish or amphibians.*

Phase 2 Cost: \$7,816.00

TASK 2.8 – PERMITTING PROCESS MANAGEMENT AND MEETINGS

This task includes internal coordination among the CONTRACTOR'S team to support the environmental permitting efforts for the Project necessary to achieve Project authorization, as well as general coordination with agency and COUNTY staff. This task includes time for providing technical guidance to the Project team regarding permitting requirements, responding to as-needed requests for information from the regulatory agencies, providing follow-up coordination with the agencies to facilitate processing of the applications/permits; and participating in Project team meetings, conference calls, and site visits (including an interagency meeting), as requested by COUNTY or agencies.

Assumptions

- *One (1) interagency site visit shall be required and will be attended by four (4) CONTRACTOR team members. This site visit is in addition to the site visit to verify waters of the U.S. with the USACE.*
- *There shall be no more than one (1) round of requests for additional information from each resource agency.*

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

- *Up to ten (10) conference calls will be held, five (5) internal to the CONTRACTOR team and five (5) with COUNTY staff, during development of permit applications and agency review.*

Phase 2 Cost: \$4,181.00

TASK 2.9 – COASTAL DEVELOPMENT PERMIT (CDP) SUPPORT

Task 2.9 provided under Phase 1 of the Project and identified for payment under a separate on-call PSA (MYA 3000*2685) with CONTRACTOR.

TASK 2.10 - CEQA/NEPA DOCUMENTATION

Task 2.10 provided under Phase 1 of the Project and identified for payment under a separate on-call PSA (MYA 3000*2685) with CONTRACTOR.

PHASE 2, TASK 2 TOTAL COST: \$11,997.00

TASK 3 – SURVEY (PHASE 1)

TASK 3.1 – BOUNDARY AND EASEMENT RESEARCH

Task 3.1 provided under Phase 1 of the Project and identified for payment under a separate on-call PSA (MYA 3000*2685) with CONTRACTOR.

TASK 3.2 – TOPOGRAPHIC MAPPING ALONG PALO COLORADO ROAD (PREVAILING WAGE)

Task 3.2 provided under Phase 1 of the Project and identified for payment under a separate on-call PSA (MYA 3000*2685) with CONTRACTOR.

TASK 3.3 – TOPOGRAPHIC MAPPING OF ROCKY AND BRANDON CREEK (PREVAILING WAGE)

Task 3.1 provided under Phase 1 of the Project and identified for payment under a separate on-call PSA (MYA 3000*2685) with CONTRACTOR.

TASK 3.4 – DOCUMENTING AND RESETTING PROPERTY MONUMENTS (PREVAILING WAGE)

Task 3.4 provided under Phase 1 of the Project and identified for payment under a separate on-call PSA (MYA 3000*2685) with CONTRACTOR.

PHASE 2, TASK 3 TOTAL COST: \$0

TASK 4 – GEOTECHNICAL ASSESSMENT (PHASE 1 AND PHASE 2)

TASK 4.1 – SITE RECONNAISSANCE, LITERATURE REVIEW AND WORK PLAN PREPARATION

Task 4.1 provided under Phase 1 of the Project and identified for payment under a separate on-call PSA (MYA 3000*2685) with CONTRACTOR.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

TASK 4.2 – SITE MARKINGS AND UTILITY LOCATING

CONTRACTOR shall mark the proposed test boring locations in white paint, and contact Underground Service Alert (USA) at least forty-eight (48) hours prior to drilling. CONTRACTOR shall also contact a private utility locator (as needed) to supplement the utility markings.

Phase 2 Cost: \$415.00

TASK 4.3 – DRILLING & SAMPLING

This task includes exploration, sampling, and classification of surface and subsurface soils by drilling six (6) to eight (8) test borings across the distressed area. The test borings shall be drilled to a depth of fifteen feet (15') to fifty feet (50'), or until competent bedrock is encountered, whichever is less. Soil samples shall be obtained at selected depths within the test borings. CONTRACTOR may assume that the borings can be completed within two (2) ten (10) hour days (including mobilization), and may require the use of limited access drilling equipment.

Phase 2 Cost: \$8,356.00

TASK 4.4 – LABORATORY ANALYSIS

Laboratory testing shall be performed on selected samples to evaluate shear strength and relevant index properties of the subsurface materials.

Phase 2 Cost: \$500.00

TASK 4.5 – ENGINEERING ANALYSIS

This task includes engineering analysis and evaluation of the resulting field and laboratory test data. Based on CONTRACTOR'S findings, potential mitigation options and associated geotechnical design criteria, which will be summarized in Task 4.6, shall be developed.

Phase 2 Cost: \$1,449.00

TASK 4.6 – REPORT PREPARATION

CONTRACTOR shall prepare a design-phase geotechnical investigation report, summarizing CONTRACTOR's field data, and present the conclusions and geotechnical recommendations for the planned roadway repair and culvert replacement/relocation.

Phase 2 Cost: \$1,449.00

PHASE 2, TASK 4 TOTAL COST: \$12,170.00

**Numbers may be rounded to the near dollar amount.

TASK 5 – PRELIMINARY DESIGN (PHASE 1 & PHASE 2)

The preliminary design shall address the hydraulic conveyance for both Rocky Creek and Brandon Creek, as well as improvements to Palo Colorado Road and the private driveways surrounding the Rocky Creek Crossing. Access to the surrounding properties shall be of utmost concern. CONTRACTOR'S design approach shall be to combine efficient property access with an effective conveyance solution. The governing parameter for the Rocky Creek portion shall be the alignment of Rocky Creek itself. The creek currently crosses private driveways and Palo Colorado Road. The following identifies the subtasks associated with the preliminary design.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

TASK 5.1 – HYDROLOGIC ANALYSIS (PHASE 1)

Task 5.1 completed under Phase 1 of the Project and identified for payment through a separate on-call Agreement with Harris & Associates, Inc. (RFQ #1601).

TASK 5.2 – HYDROLOGIC AND SCOUR EVALUATIONS (PHASE 1)

Task 5.2 provided under Phase 1 of the Project and identified for payment under a separate on-call PSA (MYA 3000*2685) with CONTRACTOR.

TASK 5.3 - SCOUR COUNTERMEASURES CONCEPTUAL DESIGN (PHASE 1)

Task 5.3 provided under Phase 1 of the Project and identified for payment under a separate on-call PSA (MYA 3000*2685) with CONTRACTOR.

TASK 5.4 – PRELIMINARY ROADWAY DESIGN (PHASE 1)

Task 5.4 provided under Phase 1 of the Project and identified for payment under a separate on-call PSA (MYA 3000*2685) with CONTRACTOR.

TASK 5.5 - EVALUATION MATRIX (PHASE 1 & PHASE 2)

CONTRACTOR shall develop a Project evaluation matrix for each alignment and alternative. The Project evaluation matrix is vital for the successful permitting approval and costs justification to Cal OES and FEMA. The evaluations matrix justifies that every component associated with the Project alternative was reviewed from environmental aspects to community impacts. CONTRACTOR, along with COUNTY and other stakeholders, will determine the criteria, the weighted value, evaluate, and score each Project alternative. The evaluation matrix shall be presented to the regulatory permitting agencies to inform the agencies of the CONTRACTOR'S due diligence in vetting each alternative to determine impacts for each aspect of the alternatives. The matrix could include factors such as effectiveness, cost, environmental, and community. The matrix is developed by weighted averages and rankings. The scoring for each section under the categories ranges from zero (0) (least favorable) to ten (10) (most favorable).

Effectiveness evaluates the potential for the alternative to provide favorable results and meet Project objectives. The favorable results would be to provide scour protection, withstand a large storm event, and low risks associated with the failure of the alternative and its associated losses.

Cost evaluates the overall costs associated with the alternative. These costs are the materials, labor, machinery, schedules, and mitigation. The categories for cost were short-term maintenance, long-term maintenance, construction, earthwork, dewatering, schedule, and mitigation. Short-term maintenance would be the maintenance costs required to maintain the Project area immediately following a damaging storm event. The long-term maintenance is associated with the degradation of the alternative, requiring substantial costs to maintain and/or to rebuild the alternative. Construction cost is associated with the cost for the materials and labor required to construct the alternative. Earthwork costs are related to the volume of excavation and fill required. Dewatering costs focus on the complexity of the dewatering of the Project area. Dewatering costs increase with the depth and length of excavation required. The costs associated with the scheduling are based on possible construction delays and miscellaneous Project overruns. The mitigation costs are based on the site restoration required by the regulatory agencies and are determined from the permanent impact area related to the construction of the alternative. The mitigation cost includes the costs associated with temporary impact areas.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Environmental is the third category in the matrix. Environmental analyzes the overall environmental impacts associated with the pre- and post-construction of the alternative. The environmental category is broken into the following: permit approval complexity, temporary impact area, long-term impact area, and mitigation area. The permit approval complexity section determines the effort and justification required to permit the alternative to be constructed through the regulatory agencies. The long-term impact area is associated with the potential destruction of habitat and the increase in the downstream delivery of eroded sediment. The mitigation area is the total amount of the permanent impact area caused by the construction of the alternative.

The Community category identifies the effect the Project has on the local community with respect to acceptance and aesthetics. The acceptance section identifies the benefit the community can anticipate from the construction of the alternative. The aesthetics section reflects whether the alternative will blend in with the surrounding environment. The aesthetics scoring includes the evaluation of both the short and long term development of the alternative.

Phase 2 Cost: \$3,646.00

TASK 5.6 – BASIS OF DESIGN REPORT (BDR) (PHASE 2)

CONTRACTOR shall develop three (3) proposed alternative designs to help COUNTY in the selection of the appropriate type of improvements. The analysis shall be submitted to COUNTY in a BDR with recommendations for the preferred conveyance structure. The report shall include geotechnical findings; public property impacts; utility; environmental and construction impacts; and cost considerations. The environmental (including any mitigation issues) and Project costs impacts will be separated and identified by creek property ownership. Further, the BDR shall include base mapping, preliminary horizontal alignments, roadway and driveway concepts, estimated hydrology and hydraulics to the crossings, and construction staging concepts.

BDR sections are anticipated to include:

- Introduction (Signatures, Location, Purpose, Background, Work Completed to Date, Summary Recommendations)
- Maintenance requirements and discussion of proposed alternatives
- A list of key specification special provision section titles
- Design Criteria and Standards
- Calculations (including Hydrology and Hydraulics, Scour Evaluation, Shear Force Analysis, Preliminary Structural Requirements)
- Administrative Issues (Permits, Utilities, Residents, Schedule)
- Design Issues (Geotechnical, Pavement, Right-of-Way (ROW))
- Alternatives (Including summary analytical matrix of issues. Issues will include environmental impacts and mitigation measures). CONTRACTOR anticipates three (3) alternatives including a no-Project alternative.
- Agency Actions (Environmental Clearances, Hearings, Outreach)
- Life Cycle Cost Estimates to include capital, maintenance, and replacement expenses for the various alternatives at a pre-design level of detail

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

- Appendices (Preliminary Plans, Specifications, and Opinion of Probable Construction Cost, including life-cycle maintenance)

Phase 2 Cost: \$24,510.00

PHASE 2, TASK 5 TOTAL COST: \$28,156.00

TASK 6 – COMMUNITY OUTREACH (PHASE 2)

COUNTY may wish to conduct community outreach upon selection of the preferred alternative to educate the impacted property owners regarding the permitting and design process. CONTRACTOR Team shall support COUNTY with this effort by preparing presentation materials and attending the community meeting to speak to the process.

TASK 6.1 – PREPARATION OF MEETING MATERIALS

Phase 2 Cost: \$6,240.00

TASK 6.2 – OUTREACH MEETING

Phase 2 Cost: \$3,694.00

PHASE 2, TASK 6 TOTAL COST: \$9,934.00

TASK 7 - FINAL PLANS, SPECIFICATIONS & ENGINEERING ESTIMATE (PS&E) (PHASE 2)

TASK 7.1 – INITIAL PS&E (80% SUBMITTAL)

Based upon approval of the preliminary conceptual designs by COUNTY, final designs for the preferred alternative shall be developed including preparation of construction plans and specifications.

The construction plans for the final PS&E will include the following:

- Title Sheet
- Note Sheets
- Typical Cross Sections
- Roadway Plan and Profile Sheets
- Driveway Plan Sheets
- Roadway Details
- Pipe Culvert, Box Culvert or Arch Culvert Plans
- Pipe Culvert, Box Culvert or Arch Culvert Details
- Traffic Control/Staging

The improvement plans will be prepared in accordance with the codes and standards of the Department of Transportation (Caltrans). The improvement plans shall include the scour countermeasures details at appropriate locations based on the preferred alternative (e.g., piers, deck rehabilitation, and abutment joint seal replacement).

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

All plans and structure calculations shall be in English (Imperial) units and follow Caltrans Bridge Design Specifications. Design references from Caltrans will also be used extensively for the design of these structures, such as Bridge Memo to Designer, Bridge Design Aids, Bridge Design Practices, and Bridge Design Details.

In conjunction with the roadway plans, CONTRACTOR shall develop a fifty foot (50') cross section of the roadway showing the existing and proposed surfaces. It is not anticipated that these cross sections shall be part of the bid set but will be working sections for COUNTY and CONTRACTOR'S use. These cross sections will provide earthwork quantity estimates.

CONTRACTOR shall develop detailed Project specifications, including front-end Agreement section, bid schedule, all technical specification requirements.

CONTRACTOR Team shall prepare quantity calculations and develop unit costs for items that are applicable to this Project and prepare the cost estimate. Quantities for all Agreement items used will be supported by calculations. Quantity calculations shall show all sketches, diagrams, and dimensions necessary to allow them to be independently used by field inspectors. Prices used will be based on the latest available data from COUNTY and Caltrans, reflecting the location of the Project and the quantity of each item. The schedule allows for an expedited COUNTY review time.

Phase 2 Cost: \$149,197.00

TASK 7.2 – IMPROVEMENT PLANS AND CONSTRUCTABILITY REVIEW

CONTRACTOR Team shall follow the Caltrans practice and a Registered Engineer will check the calculations and plans independently. The intent is to swap between the designers and checkers in order to maintain objectivity of the independent checking process. Differences in the calculations will be reconciled first before the Final Plans shall be submitted to COUNTY for review and approval.

CONTRACTOR Team shall also review the plans for constructability to avoid delays during construction and to address contractor staging and materials due to access constraints.

Phase 2 Cost: \$47,603.00

TASK 7.3 – IMPROVEMENT PLANS - FINAL PS&E (100% SUBMITTAL)

CONTRACTOR Team shall provide written responses to all the review comments. The review comments will be agreed to by COUNTY before CONTRACTOR issues the final plans with the corrections that have been deemed "needed" details.

CONTRACTOR Team shall prepare final approved plans based on the Checked Details plans, with the corrections that need to be incorporated in the PS&E prior to the Project Deliverable Notice from COUNTY. The plans shall be reviewed by the Specifications and Design Engineers and an updated bid item list will be produced. The Specifications shall then be compiled using the items list to collect and edit the applicable 2015 Caltrans Standard Special Provisions (SSP's) and insert them into the Caltrans' template to create the technical special provisions. The plans shall be submitted to COUNTY for final approval and signatures.

Phase 2 Cost: \$69,050.00

PHASE 2, TASK 7 TOTAL COST: \$265,850.00

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

TASK 8 – BID PERIOD SERVICES AND DESIGN SUPPORT DURING CONSTRUCTION (PHASE 2)

The effort associated with this task is unknown, however, the CONTRACTOR has provided an estimate at this time as directed by COUNTY. This task includes coordination with COUNTY and the selected construction contractor to address Request for Information (RFI) related to the design plans.

TASK 8.1 – BID PERIOD SERVICES (MEETING AND ADDENDA)

Phase 2 Cost: \$10,008.00

TASK 8.2 – RFI AND SUBMITTAL REVIEWS

Phase 2 Cost: \$42,369.00

PHASE 2, TASK 8 TOTAL COST: \$52,376.00

**Numbers may be rounded to the near dollar amount.

DIRECT EXPENSES – (PHASE 1 AND PHASE 2)

CONTRACTOR'S direct expenses include travel costs and estimated permit fees for Phase 2 of the Project.

Phase 2 Cost: \$8,637.00

PHASE 2, DIRECT EXPENSES TOTAL COST: \$8,637.00

COST ESTIMATE

Under this Agreement, the total not to exceed amount for completion of Phase 2 Project tasks as described above is \$418,428. The total not to exceed time and materials cost estimate for performing all tasks related to the Project is \$718,142 (Phase 1 tasks total \$299,714; Phase 2 tasks total \$418,428). Detailed costs by task are provided in the following Budget and Fee Estimate which includes the cost for the sub-contractors. The Fee Estimate includes a budget for direct expenses which include travel costs and the estimated permit fees. The permit fees are included as a direct expense in order to expedite the process.

The cost for permit and design services for a project that continues to evolve over time is an estimate. Therefore, CONTRACTOR'S cost may change pending permit reviews and actual design services performed for this emergency Project. Changes and modifications to tasks and amounts are not approved and cannot be provided until the change/modification is presented to COUNTY and with COUNTY approval, amended into this Agreement. Once the amendment to the Agreement is fully executed, CONTRACTOR will be authorized by County to proceed with the change/modification.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

SUMMARY OF DELIVERABLES

Task	Deliverables
1 Project Management	Monthly Progress Reports & Reimbursement Documentation
2 Environmental Documentation and Permits	
2.7 Conceptual Mitigation Plan	Draft Conceptual Mitigation Plan – Digital (PDF). Final Conceptual Mitigation Plan – Digital (PDF) and five printed copies (one for COUNTY and one for each of the permitting packages).
2.8 Permitting Process Management and Meetings	Meeting agendas and minutes, as necessary. Supplemental information letters to the resource agencies, as requested.
3 Survey	
4. Geotechnical Assessment	
4.2 Site Markings and Utility Locating	Geotechnical Report.
4.3 Drilling & Sampling	
4.4 Laboratory Analysis	
4.5 Engineering Analysis	
4.6 Report Preparation	
5. Preliminary Design	
5.5 Evaluation Matrix	Evaluation matrix comparing each alignment and alternative and summary in BDR.
5.6 BDR	BDR summarizing the preliminary design
6. Community Outreach	Presentation and project exhibits.
7. Final PS&E	
7.1 Initial PS&E (80% Submittal)	80% PS&E Package.
7.2 Improvement Plans and Constructability Review	Memorandum summarizing the Constructability Review.
7.3 Improvement Plans – Final PS&E (100% Submittal)	100% PS&E Package.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

**COUNTY OF MONTEREY
PALO COLORADO ROAD EMERGENCY REPAIR AT ROCKY CREEK CROSSING
(MILEPOST 3.0-3.5)
BUDGET FOR PHASE 2**

TASK	TASK NAME	PHASE 1 (APPROVED)	PHASE 2 (PENDING COUNTY BOS APPROVAL)	TOTAL PHASE 1 AND PHASE 2
TASK 1	PROJECT MANAGEMENT	\$28,543	\$29,308	\$57,851
Task 1.1	Project Management*	\$0	\$3,950	\$3,950
Task 1.2	Project Meetings*	\$0	\$14,258	\$14,258
Task 1.3	Funding Reimbursement Documentation*	\$0	\$11,100	\$18,208
TASK 2	ENVIRONMENTAL DOCUMENTATION AND PERMITS	\$91,158	\$11,997	\$103,155
Task 2.1	Wetland Delineation and Preliminary Jurisdictional Determination	\$0	\$0	\$0
Task 2.2	USACE Nationwide Permit (Section 404)	\$0	\$0	\$0
Task 2.3	Central Coast RWQCB WQC and/or WDR (Section 401)	\$0	\$0	\$0
Task 2.4	CDFW or Lake Streambed Alteration Agreement (Section 1602)	\$0	\$0	\$0
Task 2.5	Biological Resources Assessment (Section 7)	\$0	\$0	\$0
Task 2.6	Cultural Resources Studies (Section 106)	\$0	\$0	\$0
Task 2.7	Conceptual Mitigation Plan	\$0	\$7,816	\$7,816
Task 2.8	Permitting Process Management and Meetings	\$0	\$4,181	\$4,181
Task 2.9	CDP Support	\$0	\$0	\$0
Task 2.10	CEQA/NEPA Documentation	\$0	\$0	\$0
TASK 3	SURVEY	\$50,989	\$0	\$50,989
Task 3.1	Boundary and Easement Research	\$0	\$0	\$0
Task 3.2	Topographic Mapping along Palo Colorado (Prevailing Wage)	\$0	\$0	\$0
Task 3.3	Topographic Mapping of Rocky Road and Brandon Creek (Prevailing Wage)	\$0	\$0	\$0
Task 3.4	Documenting and Resetting Property Monuments (Prevailing Wage)	\$0	\$0	\$0
TASK 4	GEOTECHNICAL ASSESSMENT	\$31,688	\$12,170	\$43,858
Task 4.1	Site Reconnaissance, Literature Review and Work Plan Preparation	\$0	\$0	\$0
Task 4.2	Site Markings and Utility Locating	\$0	\$415	\$415
Task 4.3	Drilling and Sampling	\$0	\$8,356	\$8,356
Task 4.4	Laboratory Analysis	\$0	\$500	\$500
Task 4.5	Engineering Analysis	\$0	\$1,449	\$1,449
Task 4.6	Report Preparation	\$0	\$1,449	\$1,449
TASK 5	PRELIMINARY DESIGN	\$88,699	\$28,156	\$116,855
Task 5.1	Hydrologic Analysis	\$0	\$0	\$0
Task 5.2	Hydrologic and Scour Evaluations	\$0	\$0	\$0
Task 5.3	Scour Countermeasures Conceptual Design	\$0	\$0	\$0
Task 5.4	Preliminary Roadway Design	\$0	\$0	\$0
Task 5.5	Evaluation Matrix*	\$0	\$3,646	\$3,646
Task 5.6	Basis of Design Report	\$0	\$24,510	\$24,510
TASK 6	COMMUNITY OUTREACH	\$0	\$9,934	\$9,934
Task 6.1	Preparation of Meeting Materials	\$0	\$6,240	\$6,240
Task 6.2	Outreach Meeting	\$0	\$3,694	\$3,694
TASK 7	FINAL PS&E	\$0	\$265,850	\$265,850
Task 7.1	Initial PS&E (80% Submittal)	\$0	\$149,197	\$149,197
Task 7.2	Improvement Plans and Constructability Review	\$0	\$47,603	\$47,603
Task 7.3	Improvement Plans - Final PS&E (100% Submittal)	\$0	\$69,050	\$69,050
TASK 8	BID PERIOD SERVICES AND DESIGN SUPPORT DURING CONSTRUCTION	\$0	\$52,376	\$52,376
Task 8.1	Bid Period Services (Meetings, Addenda)	\$0	\$10,008	\$10,008
Task 8.2	RFI and Submittal Reviews	\$0	\$42,369	\$42,369
	DIRECT EXPENSES*	\$8,637	\$8,637	\$17,274
	TOTAL	\$299,714	\$418,428	\$718,142

*Budgeted items have been split between phases to expedite the project.

**Numbers may be rounded to the nearest dollar amount. (Task 4 & 8)

**EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

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**EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

Article I Contact Information

County Project Manager

Name: Enrique Saavedra, P.E.

Title: Acting Chief of Road & Bridges

Address: 1441 Schilling Place-South, 2nd Floor

Salinas, California, 93901-4527

Telephone Number: (831) 755-8970

Contractor Project Manager

Name: Frank Lopez, P.E.

Title: Project Manager

Address: 450 Lincoln Avenue, Suite 103

Salinas, California 93901

Telephone Number: (831) 789-8667

Article II Terms

All references to "Contract" herein shall include the County of Monterey Agreement for Professional Services.

Article III Contractor's Reports or Meetings

The selected option shall apply to this contract:

- Option 1 – For standard contracts:
- A. CONTRACTOR shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if CONTRACTOR is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
 - B. CONTRACTOR's Project Manager shall meet with COUNTY's Contract Administrator, as needed, to discuss progress on the contract.
- Option 2 – for on-call contracts:
- A. CONTRACTOR shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for COUNTY's Contract Administrator or Project Coordinator to determine, if CONTRACTOR is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
 - B. CONTRACTOR's Project Manager shall meet with COUNTY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

MANDATORY FISCAL AND FEDERAL PROVISIONS

Article IV Performance Period (Verbatim)

- A. This contract shall go into effect on June 13, 2017, contingent upon approval by COUNTY, and CONTRACTOR shall commence work after notification to proceed by COUNTY Contract Administrator. The contract shall end on June 13, 2020, unless extended by contract amendment.
- B. CONTRACTOR is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.

**EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

For on-call contracts, paragraph C below applies, in addition to paragraph A & B above.

- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this contract, the terms of the contract shall be extended by contract amendment.

Article V Allowable Costs and Payments (Verbatim)

The selected option shall apply to this contract:

Exhibit 10-H (example #1, #2, & #3) in fillable format can be downloaded at the following website:

<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm>

Option 1 – Actual Cost-Plus-Fixed Fee (Use Exhibit 10-H Example #1 for Cost Proposal Format)

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. COUNTY will reimburse CONTRACTOR for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONTRACTOR in performance of the work. CONTRACTOR will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONTRACTOR'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONTRACTOR be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by COUNTY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- B. In addition to the allowable incurred costs, COUNTY will pay CONTRACTOR a fixed fee of \$(AMOUNT). The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONTRACTOR's fixed fee will be included in the monthly progress payments. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.

EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized Invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONTRACTOR is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONTRACTOR's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

County of Monterey
Resource Management Agency – Public Works and Facilities
1441 Schilling Place-South, 2nd Floor
Salinas, CA 93901-4527
Attn: Finance Division

- H. The total amount payable by COUNTY including the fixed fee shall not exceed \$(Amount).
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by COUNTY's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

- J. All subcontracts in excess of \$25,000 shall contain the above provisions.

Option 2 – Cost per Unit of Work (Use Exhibit 10-H Example #3 for Cost Proposal Format)

- A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONTRACTOR for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.
- B. The specified rate to be paid for vehicle expense for CONTRACTOR's field personnel shall be \$(Amount) per approved Cost Proposal. This rate shall be for a fully equipped vehicle, with radio and flashing yellow light (if needed), as specified in Article II of this contract.

The specified rate to be paid for equipment shall be, as listed in Attachment (Insert Attachment Number).

- C. The method of payment for this contract, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. COUNTY will reimburse CONTRACTOR for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONTRACTOR in performance of the work. CONTRACTOR will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal,

EXHIBIT B – FEDERAL PROVISIONS

CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

unless additional reimbursement is provided for, by contract amendment. In no event, will CONTRACTOR be reimbursed for overhead costs at a rate that exceeds COUNTY approved overhead rate set forth in the approved Cost Proposal. In the event, COUNTY determines that changed work from that specified in the approved Cost Proposal and contract is required; the actual costs reimbursable by COUNTY may be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," shall not be exceeded unless authorized by contract amendment.

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

County of Monterey
Resource Management Agency – Public Works and Facilities
1441 Schilling Place-South, 2nd Floor
Salinas, CA 93901-4527
Attn: Finance Division

- I. The total amount payable by COUNTY including the fixed fee shall not exceed \$(Amount).
- J. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by COUNTY's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

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K. All subcontracts in excess of \$25,000 shall contain the above provisions.

Option 3 – Specific Rates of Compensation (Use Exhibit 10-H Example #2 for Cost Proposal Format)

- A. CONTRACTOR will be reimbursed for hours worked at the hourly rates specified in CONTRACTORs Cost Proposal (Exhibit A – Scope of Services/Payment Provisions). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.
- B. In addition, CONTRACTOR will be reimbursed for Incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONTRACTOR through issuance of Task Orders.
- D. After a project to be performed under this contract is identified by COUNTY, COUNTY 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 COUNTY Project Coordinator. The draft Task Order will be delivered to CONTRACTOR for review. CONTRACTOR 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 COUNTY and CONTRACTOR.
- E. 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 CONTRACTOR's Cost Proposal.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONTRACTOR shall not commence performance of work or services until this contract has been approved by COUNTY, and notification to proceed has been issued by COUNTY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.

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

- K. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY'S Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONTRACTOR is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due COUNTY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by CONTRACTOR prior to the expiration or termination of this contract. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

County of Monterey
Resource Management Agency – Public Works and Facilities
1441 Schilling Place-South, 2nd Floor
Salinas, California 93901-4527
Attn: Finance Division

- L. 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.

 - M. The total amount payable by COUNTY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.

 - N. If the Contractor 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.

 - O. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.

 - P. The total amount payable by COUNTY for all Task Orders resulting from this contract shall not exceed \$418,428. 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.

 - Q. All subcontracts in excess of \$25,000 shall contain the above provisions.
- Option 4 – Lump Sum (Use Exhibit 10-H Example #1 for Cost Proposal Format)
- A. The method of payment for this contract will be based on lump sum. The total lump sum price paid to CONTRACTOR will include compensation for all work and deliverables, including travel and equipment described in Article II Statement of Work of this contract. No additional compensation will be paid to CONTRACTOR, unless there is a change in the scope of the work or

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the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONTRACTOR and COUNTY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by COUNTY.

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

County of Monterey
Resource Management Agency – Public Works and Facilities
1441 Schilling Place-South, 2nd Floor
Salinas, California 93901-4527
Attn: Finance Division

- E. The total amount payable by COUNTY shall not exceed \$(Amount).
- F. All subcontracts in excess of \$25,000 shall contain the above provisions.

Article VI Termination (Verbatim)

- A. COUNTY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONTRACTOR with the reasons for termination stated in the notice.
- B. COUNTY may terminate this contract with CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract with CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due to CONTRACTOR under this contract prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the contract. In which case the

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overage shall be deducted from any sum due CONTRACTOR under this contract and the balance, if any, shall be paid to CONTRACTOR upon demand.

- C. The maximum amount for which the Government shall be liable if this contract is terminated is 0 dollars.

Article VII Cost Principles and Administrative Requirements (Verbatim)

- A. CONTRACTOR agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONTRACTOR also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONTRACTOR to COUNTY.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

Article VIII Retention of Records/Audit (Verbatim)

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONTRACTOR, subcontractors, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, COUNTY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONTRACTOR and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

Article IX Audit Review Procedures (Verbatim)

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by COUNTY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONTRACTOR may request a review by COUNTY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONTRACTOR from full and timely performance, in accordance with the terms of this contract.

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For contracts \$150,000 or greater, paragraph D below applies:

- D. CONTRACTOR and subcontractor contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONTRACTOR's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by COUNTY contract manager to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by COUNTY at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

For contracts \$3,500,000 or greater, paragraph E below applies:

- E. CONTRACTOR Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONTRACTOR and approved by the COUNTY 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 CONTRACTOR to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.
1. During a Caltrans' review of the ICR audit work papers created by the CONTRACTOR's independent CPA, Caltrans will work with the CPA and/or CONTRACTOR toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse the CONTRACTOR at a provisional ICR until a FAR compliant ICR {e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines} is received and approved by A&I. Provisional rates will be as follows:
 - a. If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
 - b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.

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- c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.
2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require CONTRACTOR to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the CONTRACTOR's and/or the independent CPA's revisions.
3. If the CONTRACTOR fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.
4. CONTRACTOR may submit to COUNTY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of LOCAL GAENCY; and, (3) Caltrans has issued its final ICR review letter. The CONTRACTOR MUST SUBMIT ITS FINAL INVOICE TO County no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between COUNTY and the CONTRACTOR, either as a prime or subcontractor, with the same fiscal period ICR.

Article X Subcontracting (Verbatim)

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between COUNTY and any subcontractor(s), and no subcontract shall relieve CONTRACTOR of its responsibilities and obligations hereunder. CONTRACTOR agrees to be as fully responsible to COUNTY for the acts and omissions of its subcontractor(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONTRACTOR. CONTRACTOR's obligation to pay its subcontractor(s) is an independent obligation from COUNTY'S obligation to make payments to the CONTRACTOR.
- B. CONTRACTOR shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by COUNTY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONTRACTOR shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to CONTRACTOR by COUNTY.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subcontractors.

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- E. Any substitution of subcontractor(s) must be approved in writing by COUNTY's Contract Administrator prior to the start of work by the subcontractor(s).

Article XI Equipment Purchase (Verbatim)

- A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONTRACTOR enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONTRACTOR services. CONTRACTOR shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONTRACTOR's Cost Proposal and exceeding \$5,000 prior authorization by COUNTY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONTRACTOR may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONTRACTOR elects to keep the equipment, fair market value shall be determined at CONTRACTOR's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONTRACTOR, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

Article XII State Prevailing Wage Rates (Verbatim)

The selected option shall apply to this contract:

- Option 1 – For contract where a portion of the proposed work to be performed are crafts affected by state labor laws.

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

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

Option 2 – For contracts where all of the proposed work is performed by crafts not affected by state labor laws or are not contemplated for use.

- A. The State of California’s General Prevailing Wage Rates are not applicable to this contract.

Note: The Federal “Payment of Predetermined Minimum Wage” applies only to federal-aid construction contracts.

Article XIII Conflict of Interest (Verbatim)

- A. CONTRACTOR shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.
- B. CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

The selected option below applies to this contract:

Option 1 – PS&E contracts

- D. CONTRACTOR hereby certifies that neither CONTRACTOR, nor any firm affiliated with CONTRACTOR will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subcontractors whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

Option 2 – Construction Contract Administration contracts

- D. CONTRACTOR hereby certifies that neither CONTRACTOR, its employees, nor any firm affiliated with CONTRACTOR providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.
- E. CONTRACTOR further certifies that neither CONTRACTOR, nor any firm affiliated with CONTRACTOR, will bid on any construction subcontracts included within the construction

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contract. Additionally, CONTRACTOR certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.

- F. Except for subcontractors whose services are limited to materials testing, no subcontractor who is providing service on this contract shall have provided services on the design of any project included within this contract.

Article XIV Rebates, Kickbacks or other Unlawful Consideration (Verbatim)

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

Article XV Prohibition of Expending County, State, or Federal Funds for Lobbying (Verbatim)

This provision (Article XV) only applies to contracts where federal funding will exceed \$150,000. If less than \$150,000 in federal funds will be expended on the contract, this does not apply.

- A. CONTRACTOR certifies to the best of his or her knowledge and belief that:
1. No state, federal or County appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Article XVI Statement of Compliance

- A. CONTRACTOR's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONTRACTOR has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

For contracts with Federal funding, the following paragraph C & D applies:

- C. The Contractor shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The Contractor, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

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Article XVII Debarment and Suspension Certification

- A. CONTRACTOR's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONTRACTOR has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to COUNTY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONTRACTOR responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

MISCELLANEOUS PROVISIONS

Article XVIII Funding Requirements

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

Article XIX Change in Terms

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONTRACTOR shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by COUNTY's Contract Administrator.

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- C. There shall be no change in CONTRACTOR's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by COUNTY's Contract Administrator.

Article XX Disadvantaged Business Enterprises (DBE) Participation

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Contractors who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is 0%. Participation by DBE contractor or subcontractors shall be in accordance with information contained in the Contractor Proposal DBE Commitment (Exhibit 10-O1), or in the Contractor Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subcontractor is unable to perform, CONTRACTOR must make a good faith effort to replace him/her with another DBE subcontractor, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONTRACTOR shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONTRACTOR 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 COUNTY deems appropriate.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from COUNTY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting COUNTY consent for the termination, CONTRACTOR must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the, contract is commensurate with the work it is actually performing, and other relevant factors.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

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- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONTRACTOR shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subcontractors" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONTRACTOR or CONTRACTOR's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONTRACTOR when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" is submitted to the Contract Administrator.
- K. If a DBE subcontractor is decertified during the life of the contract, the decertified subcontractor shall notify CONTRACTOR in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the Contract, the subcontractor shall notify CONTRACTOR in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within 30 days.

Article XXI Contingent Fee

CONTRACTOR warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, COUNTY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

Article XXII Disputes

The selected option below applies to this contract:

Option 1 – For contracts without PS&E submittal

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of COUNTY's Contract

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Administrator and (Insert Department Head or Official), who may consider written or verbal information submitted by CONTRACTOR.

- B. Not later than 30 days after completion of all work under the contract, CONTRACTOR may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONTRACTOR from full and timely performance in accordance with the terms of this contract.

Option 2 – For contracts requiring PS&E submittal, replace paragraph B above with the following:

- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONTRACTOR may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

Article XXIII Inspection of Work

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

Article XXIV Safety

- A. CONTRACTOR shall comply with OSHA regulations applicable to CONTRACTOR regarding necessary safety equipment or procedures. CONTRACTOR shall comply with safety instructions issued by COUNTY Safety Officer and other COUNTY representatives. CONTRACTOR personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONTRACTOR shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONTRACTOR shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

Paragraph D below applies for contracts requiring trenching of five feet or deeper:

- D. CONTRACTOR must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

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Article XXV Insurance

The selected option below applies to this contract:

Option 1 – For contracts with a scope of services that may require the contractor or subcontractor to work within the operating state or County Highway Right of Way; where there would be exposure to public traffic or construction operations:

- A. Prior to commencement of the work described herein, CONTRACTOR shall furnish COUNTY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONTRACTOR with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence.
- B. The Certificate of Insurance will provide:
 - 1. That the insurer will not cancel the insured's coverage without 30 days prior written notice to COUNTY.
 - 2. That COUNTY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this contract are concerned.
 - 3. That COUNTY will not be responsible for any premiums or assessments on the policy.
- C. CONTRACTOR agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, CONTRACTOR agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of COUNTY. In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

Option 2 – For contracts with a scope of services that will not require the Contractor or subcontractor to work within the operating State or COUNTY Highway Right of Way where there would be exposure to public traffic or construction Contractor operations:

CONTRACTOR is not required to show evidence of general comprehensive liability insurance.

Article XXVI Ownership of Data

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in COUNTY; and no further agreement will be necessary to transfer ownership to COUNTY. CONTRACTOR shall furnish COUNTY all necessary copies of data needed to complete the review and approval process.

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- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONTRACTOR is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by COUNTY of the machine-readable information and data provided by CONTRACTOR under this contract; further, CONTRACTOR is not liable for claims, liabilities, or losses arising out of, or connected with any use by COUNTY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONTRACTOR.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

Article XXVII Claims Filed by County's Construction Contractor

- A. If claims are filed by COUNTY's construction contractor relating to work performed by CONTRACTOR's personnel, and additional information or assistance from CONTRACTOR's personnel is required in order to evaluate or defend against such claims; CONTRACTOR agrees to make its personnel available for consultation with COUNTY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONTRACTOR's personnel that COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COUNTY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONTRACTOR's personnel services under this contract.
- C. Services of CONTRACTOR's personnel in connection with COUNTY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

Article XXVIII Confidentiality of Data

- A. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations, which are designated confidential by COUNTY and made available to CONTRACTOR

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in order to carry out this contract, shall be protected by CONTRACTOR from unauthorized use and disclosure.

- B. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the contract, shall not authorize CONTRACTOR to further disclose such information, or disseminate the same on any other occasion.
- C. CONTRACTOR shall not comment publicly to the press or any other media regarding the contract or COUNTY's actions on the same, except to COUNTY's staff, CONTRACTOR's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONTRACTOR shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by COUNTY, and receipt of COUNTY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

For PS&E contracts, paragraph F below applies:

- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONTRACTOR to any entity other than COUNTY.

Article XXIX National Labor Relations Board Certification

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

Article XXX Evaluation of Contractor

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

Article XXXI Retention of Funds

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.

The selected paragraph below (B, C, or D) applies to this contract:

- B. No retainage will be withheld by the Agency from progress payments due the prime contractor. Retainage by the prime contractor or subcontractors is prohibited, and no retainage will be held by the prime contractor from progress due subcontractors. Any violation of this provision shall subject the violating prime contractor or subcontractors to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and

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Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor or deficient subcontractor performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

- C. No retainage will be held by the Agency from progress payments due the prime contractor. Any retainage held by the prime contractor or subcontractors from progress payments due subcontractors shall be promptly paid in full to subcontractors within 30 days after the subcontractor's work is satisfactorily completed. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontractor performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractor and subcontractors.
- D. The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over thirty (30) days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime Contractor, deficient subcontractor performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractor and subcontractors.

Notice to Proposers DBE Information (Exhibit 10-I)

The following will be issued to the short list/pool of qualified firms at the time when the County will request for proposals for specific projects.

The Agency has established a DBE goal for this Contract of 0%.

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1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Contractor must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.

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- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
 - 1. Click on the link in the left menu titled Disadvantaged Business Enterprise;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on Access to the DBE Query Form located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBE's COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or

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equipment required under the Contract and of the general character described by the specifications.

- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL FORMS

The following forms can be viewed and downloaded in fillable format at:

<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm>

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 1 OF 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed Consultant or Subconsultant

Harris & Associates, Inc. Contract No. _____ Date 5/22/2017

Fringe Benefit %
 (= 0% if Included in OH)

+ Overhead %
 (= 0% if Included in OH)

+ General Administration %

= Combined Indirect Cost Rate (ICR) %
 187.61%

FEE % = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²		OT(2x)	Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)		From	To			
Frank Lopez, PE, QSD, CFM Contract Manager/Design PM	\$218.42	\$218.42	\$218.42	1/1/2017	12/31/2017	\$69.04	-	Not Applicable
	\$229.34	\$229.34	\$229.34	1/1/2018	12/31/2018	\$72.49	5.00%	
	\$240.81	\$240.81	\$240.81	1/1/2019	12/31/2019	\$76.12	5.00%	
	\$252.85	\$252.85	\$252.85	1/1/2020	12/31/2020	\$79.92	5.00%	
Alex Yescas, PE, CFM, ENV SP Hydrology/Hydraulics Lead	\$240.47	\$240.47	\$240.47	1/1/2017	12/31/2017	\$76.01	-	Not Applicable
	\$252.50	\$252.50	\$252.50	1/1/2018	12/31/2018	\$79.81	5.00%	
	\$265.12	\$265.12	\$265.12	1/1/2019	12/31/2019	\$83.80	5.00%	
	\$278.38	\$278.38	\$278.38	1/1/2020	12/31/2020	\$87.99	5.00%	
Kate Giberson Environmental Compliance Lead	\$243.38	\$243.38	\$243.38	1/1/2017	12/31/2017	\$76.93	-	Not Applicable
	\$255.55	\$255.55	\$255.55	1/1/2018	12/31/2018	\$80.78	5.00%	
	\$268.33	\$268.33	\$268.33	1/1/2019	12/31/2019	\$84.82	5.00%	
	\$281.75	\$281.75	\$281.75	1/1/2020	12/31/2020	\$89.06	5.00%	
Gary Yagade, PE QA/QC	\$307.01	\$307.01	\$307.01	1/1/2017	12/31/2017	\$97.04	-	Not Applicable
	\$322.36	\$322.36	\$322.36	1/1/2018	12/31/2018	\$101.89	5.00%	
	\$338.47	\$338.47	\$338.47	1/1/2019	12/31/2019	\$106.99	5.00%	
	\$355.40	\$355.40	\$355.40	1/1/2020	12/31/2020	\$112.34	5.00%	
Dana Van Horn, PE, QSD Senior Construction Manager	\$201.78	\$201.78	\$201.78	1/1/2017	12/31/2017	\$63.78	-	Not Applicable
	\$211.87	\$211.87	\$211.87	1/1/2018	12/31/2018	\$66.97	5.00%	
	\$222.46	\$222.46	\$222.46	1/1/2019	12/31/2019	\$70.32	5.00%	
	\$233.59	\$233.59	\$233.59	1/1/2020	12/31/2020	\$73.83	5.00%	

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

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

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

NOTES:

Denote all employees subject to prevailing wage with an asterisks (*)

For "Other Direct Cost" listing, see page 2 of this Exhibit

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 1 OF 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed
 Consultant or Subconsultant

Harris & Associates, Inc.

Contract No.

Date 5/22/2017

Fringe Benefit % (+) Overhead % (+) General Administration % (+) Combined Indirect Cost Rate (ICR) % = 187.61%
 (= 0% if Included in OH) (= 0% if Included in OH)

FEE % = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Tim O'Halloran, PE, QSD Resident Engineer	\$189.82	\$284.73	\$379.65	1/1/2017	12/31/2017	\$60.00	-	Not Applicable
	\$199.31	\$298.97	\$398.63	1/1/2018	12/31/2018	\$63.00	5.00%	5.00%
	\$209.28	\$313.92	\$418.56	1/1/2019	12/31/2019	\$66.15	5.00%	5.00%
	\$219.74	\$329.62	\$439.49	1/1/2020	12/31/2020	\$69.46	5.00%	5.00%
Glenn Espanto Roadway Lead/Project Engineer	\$149.90	\$224.84	\$299.79	1/1/2017	12/31/2017	\$47.38	-	Not Applicable
	\$157.39	\$236.09	\$314.78	1/1/2018	12/31/2018	\$49.75	5.00%	5.00%
	\$165.26	\$247.89	\$330.52	1/1/2019	12/31/2019	\$52.24	5.00%	5.00%
	\$173.52	\$260.29	\$347.05	1/1/2020	12/31/2020	\$54.85	5.00%	5.00%
Omar Jalili, EIT Design Engineer	\$116.27	\$116.27	\$116.27	1/1/2017	12/31/2017	\$36.75	-	Not Applicable
	\$122.08	\$122.08	\$122.08	1/1/2018	12/31/2018	\$38.59	5.00%	5.00%
	\$128.18	\$128.18	\$128.18	1/1/2019	12/31/2019	\$40.52	5.00%	5.00%
	\$134.59	\$134.59	\$134.59	1/1/2020	12/31/2020	\$42.54	5.00%	5.00%
Karina Guevara, EIT Design Engineer	\$105.79	\$158.69	\$211.59	1/1/2017	12/31/2017	\$33.44	-	Not Applicable
	\$111.08	\$166.63	\$222.17	1/1/2018	12/31/2018	\$35.11	5.00%	5.00%
	\$116.64	\$174.96	\$233.28	1/1/2019	12/31/2019	\$36.87	5.00%	5.00%
	\$122.47	\$183.71	\$244.94	1/1/2020	12/31/2020	\$38.71	5.00%	5.00%
Ken Leep, CFM Funding Reimbursement Specialist	\$126.55	\$189.82	\$253.10	1/1/2017	12/31/2017	\$40.00	-	Not Applicable
	\$132.88	\$199.31	\$265.75	1/1/2018	12/31/2018	\$42.00	5.00%	5.00%
	\$139.52	\$209.28	\$279.04	1/1/2019	12/31/2019	\$44.10	5.00%	5.00%
	\$146.50	\$219.74	\$292.99	1/1/2020	12/31/2020	\$46.31	5.00%	5.00%

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

NOTES:

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

**EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

Local Assistance Procedures Manual

EXHIBIT 10-K
Consultant Certification of Contract Costs and Financial Management System

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

*(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of
DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at
http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)*

Certification of Final Indirect Costs:

Consultant Firm Name: Harris & Associates, Inc.

Indirect Cost Rate: 187.61% * for fiscal period 01/01/2016 - 12/31/2016

*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: Monterey County

Contract Number: _____

Project Number: _____

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 150,000,000.00 and the number of states in which the firm does business is 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 reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

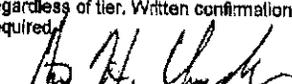
**EXHIBIT B - FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

Local Assistance Procedures Manual

Exhibit 10-01
Consultant Proposal DBE Commitment

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: Monterey County 2. Contract DBE Goal: TBD
 3. Project Description: Palo Colorado Road Repair at Rocky Creek (MP 3.0-3.5) - Phase 2
 4. Project Location: Palo Colorado Road (Crossing Rocky Creek), Monterey County
 5. Consultant's Name: Harris & Associates 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Geotechnical Engineering	41551	Pacific Crest Engineering	3.3%
Local Agency to Complete this Section: 17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: <u>TBD</u> 19. Proposed Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		11. TOTAL CLAIMED DBE PARTICIPATION	3.3%
20. Local Agency Representative's Signature:  21. Date: <u>5/25/17</u>		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
22. Local Agency Representative's Name: <u>ENRIQUE M. SAAVEDRA</u> 23. Phone: <u>(831) 755-8970</u>		12. Preparer's Signature:  13. Date: <u>5/23/2017</u>	
24. Local Agency Representative's Title: <u>(Act) Chief of Roads and Bridges</u>		14. Preparer's Name: <u>Gary Yagade, PE</u> 15. Phone: <u>(619) 481-5000</u>	
		16. Preparer's Title: <u>VP, Engineering Services</u>	

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 B - FEDERAL PROVISIONS
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INSTRUCTIONS - CONSULTANT PROPOSAL DBE COMMITMENT

CONSULTANT SECTION

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
4. **Project Location** - Enter the project location as it appears on the project advertisement.
5. **Consultant's Name** - Enter the consultant's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
8. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
9. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
10. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
11. **Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
12. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
13. **Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
14. **Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
15. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
16. **Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

17. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
18. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
19. **Proposed Contract Execution Date** - Enter the proposed contract execution date.
20. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
21. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
22. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
23. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
24. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

**EXHIBIT B - FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

Local Assistance Procedures Manual

Exhibit 10-02
Consultant Contract DBE Commitment

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: Monterey County 2. Contract DBE Goal: TBD
 3. Project Description: Palo Colorado Road Repair at Rocky Creek (MP 3.0-3.5) - Phase 2
 4. Project Location: Palo Colorado Road (Crossing Rocky Creek), Monterey County
 5. Consultant's Name: Harris & Associates 6. Prime Certified DBE: 7. Total Contract Award Amount: \$418,428
 8. Total Dollar Amount for ALL Subconsultants: \$119,037 9. Total Number of ALL Subconsultants: 2

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Geotechnical Engineering	41551	Pacific Crest Engineering	\$13,926
Local Agency to Complete this Section 20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: <u>TBD</u> 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			14. TOTAL CLAIMED DBE PARTICIPATION \$13,926 3.3%
23. Local Agency Representative's Signature: <u>[Signature]</u> 24. Date: <u>5/25/17</u> 25. Local Agency Representative's Name: <u>ENRIQUE M. SAAVEDRA</u> 26. Phone: <u>(820) 755-8970</u> 27. Local Agency Representative's Title: <u>(Act) Chief of Roads and Bridges</u>		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 15. Preparer's Signature: <u>[Signature]</u> 16. Date: <u>05/23/17</u> 17. Preparer's Name: <u>Gary Yagade</u> 18. Phone: <u>(619) 481-5000</u> 19. Preparer's Title: <u>VP, Engineering Services</u>	

DISTRIBUTION: 1. Original - Local Agency
 2. Copy - Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 664-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**EXHIBIT B - FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

INSTRUCTIONS - CONSULTANT CONTRACT DBE COMMITMENT

CONSULTANT SECTION

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Project Location** - Enter the project location as it appears on the project advertisement.
5. **Consultant's Name** - Enter the consultant's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
8. **Total Dollar Amount for ALL Subconsultants** - Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
9. **Total number of ALL subconsultants** - Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
10. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
11. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
12. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
13. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
14. **Total Claimed DBE Participation - \$:** Enter the total dollar amounts entered in the "DBE Dollar Amount" column. **%:** Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
15. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
16. **Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
17. **Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
18. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
19. **Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

20. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed.
23. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
24. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
25. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
26. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
27. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

**EXHIBIT B - FEDERAL PROVISIONS
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Local Assistance Procedures Manual

EXHIBIT 10-Q
Disclosure of Lobbying Activities

NOT APPLICABLE

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

<p>1. Type of Federal Action:</p> <p><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</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial <input type="checkbox"/> b. material change</p> <p align="right">For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known</p> <p align="center">Congressional District, if known</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p align="center">Congressional District, if known</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p align="center">CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p> <p align="center">(attach Continuation Sheet(s) if necessary)</p>	<p>11. Individuals Performing Services including address if different from No. 10a (If individual, last name, first name, MI)</p>	
<p>12. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>14. Type of Payment (check all that apply)</p> <p><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 _____</p>	
<p>13. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____</p>		
<p>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 11:</p>		
<p>16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/> (attach Continuation Sheet(s) if necessary)</p>		
<p>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.</p>		
		<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>
<p>Federal Use Only:</p>		<p align="center">Authorized for Local Reproduction Standard Form - LLL</p>

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

Local Assistance Procedures Manual

EXHIBIT 10-Q
Disclosure of Lobbying Activities

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

**EXHIBIT B – FEDERAL PROVISIONS
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Exhibit 15-H
DBE Information - Good Faith Effort

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. TBD Bid Opening Date _____

The _____ established a Disadvantaged Business Enterprise (DBE) goal of _____% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the 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.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

- 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):

<u>Publications</u>	<u>Dates of Advertisement</u>
<u>N/A</u>	

- 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.):

<u>Names of DBEs Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow Up Methods and Dates</u>
<u>N/A</u>		

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Exhibit 15-H
DBE Information - Good Faith Effort

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- C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

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

- 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:

N/A

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

- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

N/A

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Exhibit 15-H
DBE Information - Good Faith Effort

- F. Efforts made to assist interested DBEs in obtaining 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:

N/A

- 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
N/A		

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

N/A

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

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EXHIBIT C – INCORPORATION OF RFQ #1601

The County invited submittals to Request for Qualifications (RFQ) through RFQ #1601, On-Call Civil Engineering Services. Harris & Associates, Inc. submitted a responsive and responsible proposal to perform the services for Phase 1 of the Palo Colorado Road Emergency Repair at Rocky Creek Crossing (Project). Tasks for Phase 1 of the Project were performed by Harris & Associates, Inc. under a separate Professional Services Agreement (Agreement) for on-call civil engineering services.

COUNTY has further selected CONTRACTOR to continue to provide professional engineering services for completion of Phase 2 of the Project under this Agreement.

RFQ #1601, including Addendum No. 1 to RFQ #1601, and the Statement of Qualifications submitted by Harris & Associates, Inc., on file with the Resource Management Agency – Public Works and Facilities, are hereby incorporated into the Agreement by this reference.