



## Monterey County Board of Supervisors

### Board Order

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

[www.co.monterey.ca.us](http://www.co.monterey.ca.us)

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Mary L. Adams to:

#### **Agreement No.: A-16769**

- a. Approve a new Professional Services Agreement with TRC Engineers, Inc. to provide bridge design services for the Gonzales River Road Bridge Superstructure Replacement Project, County Bridge No. 309, for an initial term from March 12, 2024 to March 11, 2027, and a total amount not to exceed \$2,221,102; and
- b. Authorize the Contracts & Purchasing Officer or their designee to execute the Professional Services Agreement and future amendments to the Agreement where the amendments do not significantly alter the scope of work or increase the approved Agreement amount.

PASSED AND ADOPTED on this 12<sup>th</sup> day of March 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams

NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting March 12, 2024.

Dated: March 19, 2024

File ID: A 24-077

Agenda Item No.: 64

Valerie Ralph, Clerk of the Board of Supervisors  
County of Monterey, State of California

A handwritten signature in blue ink that reads "Emmanuel H. Santos". The signature is stylized with a large "E" and "H".

Emmanuel H. Santos, Deputy

## **COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS**

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:  
TRC Engineers, 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 bridge design services for the Gonzales River Road Bridge Superstructure Replacement Project, County Bridge No. 309
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 \$2,221,102.00.
3. **TERM OF AGREEMENT.** The term of this Agreement is from March 12, 2024 to March 11, 2027, 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 Non-Competitive Determination for A&E Contracts (Caltrans Exhibit 12-F Approved by Caltrans)**

### **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.

- 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 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 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 County, or defect in a design furnished by County, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against County is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

8.03 Indemnification for All Other Claims or Loss:

For any claim, loss, injury, damage, expense or liability other than claims arising out of 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 County, or defect in a design furnished by County.

## 9. 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 Division, 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 coverages, 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 A.M.

Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

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, Broad form 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, and \$2,000,000 in the aggregate.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

Auto Liability Coverage: must include all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County 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.

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County 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.

*(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)*

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

**9.04 Other 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.

**Additional Insured Status:**

The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

**Primary Coverage:**

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

**Waiver of Subrogation:**

CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

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 always 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), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), 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. COMPLIANCE WITH APPLICABLE LAWS.**

- 13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if applicable, Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project or the performance of the Services.
- 13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

**14. 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.

**15. 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:

<b>FOR COUNTY:</b>	<b>FOR CONTRACTOR:</b>
Dalia Mariscal-Martinez, Management Analyst III	Mark A. Imbriani, Vice President
Name and Title	Name and Title
1441 Schilling Place, South 2nd Floor Salinas, California 93901-4527	10680 White Rock Road, Suite 100 Rancho Cordova, California 95670
Address	Address
(831) 755-8966	(916) 366-0632
Phone	Phone

**16. MISCELLANEOUS PROVISIONS.**

- 16.01 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.
- 16.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 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.
- 16.04 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.
- 16.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 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.
- 16.07 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.

- 16.08 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 16.11 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.
- 16.12 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.
- 16.13 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.
- 16.14 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.
- 16.15 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.

## 17. CONSENT TO USE OF ELECTRONIC SIGNATURES.

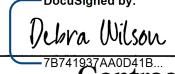
- 17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 USC Section 7001 *et seq.*; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).
- 17.02 Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in PDF via email transmittal.
- 17.03 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in PDF by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or

PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

\*\*\*\*\* THIS SECTION INTENTIONALLY LEFT BLANK \*\*\*\*\*

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

**COUNTY OF MONTEREY**

By:   
Debra Wilson  
Contracts/Purchasing Officer  
3/20/2024 | 11:40 AM PDT

By: Debra Wilson Contracts & Purchasing Officer  
Department Head (if applicable)  
Date:

By: Board of Supervisors (if applicable)  
Date:

Approved as to Form  
Office of the County Counsel  
Susan K. Blitch, Acting County Counsel<sup>1</sup>

By:   
Michael Whilden  
County Counsel  
2/20/2024 | 11:08 AM PST

Approved as to Fiscal Provisions<sup>2</sup>

By:   
Patricia Ruiz  
Auditor/Controller  
2/21/2024 | 8:09 AM PST

Approved as to Liability Provisions  
Office of County Counsel-Risk Management<sup>3</sup>

By: David Bolton, Risk Manager  
Date:

County Board of Supervisors' Agreement Number: \_\_\_\_\_.

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

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

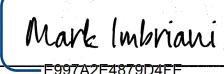
<sup>2</sup>Approval by Auditor/Controller is required for all Professional Service Agreements

<sup>3</sup>Approval by Risk Manager is required only if changes are made in paragraphs 8 or 9

**CONTRACTOR**

TRC Engineers, Inc.

Contractor's Business Name\*

By:   
Mark Imbriani  
E997A2E4879D4FE  
(Signature of Chair, President, or Vice-President)\*

By: Mark A. Imbriani, Vice President  
Name and Title  
2/15/2024 | 2:37 PM PST

By:   
Grant Ratkovic  
UFC241EA8EED4FB  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

By: Grant Ratkovic, Assistant Secretary  
Name and Title  
2/16/2024 | 3:26 PM PST

## EXHIBIT A SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Professional Services Agreement by and between  
County of Monterey, hereinafter referred to as "County"  
and  
TRC Engineers, Inc., hereinafter referred to as "CONTRACTOR"**

**A. SCOPE OF SERVICES:**

Professional Services Agreement (PSA) No. A-12656 (Multi-Year Agreement (MYA) #3200\*1583) with CONTRACTOR (Agreement No. A-12656) was previously executed to provide bridge design services for the Gonzales River Road Bridge Superstructure Replacement Project, County Bridge No. 309 (Project) under Request for Qualifications (RFQ) #10490. Any and all work performed, including but not limited to environmental studies and applicable permits for said Agreement No. A-12656 shall be utilized for the Project as applicable.

B. CONTRACTOR shall provide bridge design services for the Project. The Project shall be a continuum of the services provided under Agreement No. A-12656 and result in the rehabilitation of the superstructure of the Gonzales River Road Bridge over the Salinas River. The existing 23-foot wide 29-span bridge superstructure shall be replaced with a two (2)-lane (24') 21-span bridge, with two (2) 3-foot shoulders, a clear width of thirty feet (30'). The Project shall include removal of several existing bridge piers from the river, reconstruction of two (2) southern piers, and required approach roadway improvements. Type selection has been approved by Caltrans and this Agreement includes the final bridge design and permitting. CONTRACTOR shall provide the following tasks to satisfy Caltrans required changes in the configuration of the Project, including narrowing the bridge width, and structural and material changes and shall consist of the following Phases:

Phase 0:	Project Management
Phase I:	Preliminary Engineering and Reports
Phase II:	Final Design
Phase III:	Construction
Phase IV:	Supplemental Services

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth below. Bridge design services shall include but not be limited to the following services and requirements:

**A.1 CONTRACTOR Minimum Work Performance Percentage:** CONTRACTOR shall perform with its own organization Agreement work amounting to not less than fifty percent (50%) of the original total Agreement price.

### **PHASE 0: PROJECT MANAGEMENT**

**0.1 PROJECT MANAGEMENT**

Project Management includes the supervision and scheduling of Project staff, review of work prepared by CONTRACTOR staff and subcontractors, Project coordination, County liaison and the monitoring of the Project schedule and budget. Also included in this task is the preparation of Project reports and attendance at meetings with County staff to receive input and discuss and review the Project during critical design periods.

TRC Engineers, Inc.  
Gonzales River Road Bridge Superstructure Replacement Project  
Department of Public Works, Facilities and Parks

## **EXHIBIT A SCOPE OF SERVICES/PAYMENT PROVISIONS**

### **0.2 PROJECT INITIATION**

Upon receipt of notice to proceed from County, CONTRACTOR shall coordinate and participate in a Project final design kick-off meeting to finalize the Project scope, approach, goals, and schedule. CONTRACTOR shall review key issues associated with the Project, and provide a description and clarification of the approach required to respond to these issues including a discussion of potential County, State, Federal, and all other permits which may be required for the Project, and the review/verification of the Project milestone dates. CONTRACTOR shall provide County with a detailed design schedule based CONTRACTOR'S knowledge of the project, its experience on past similar projects, and on information from the Project kick-off meeting."

### **0.3 COORDINATION MEETINGS**

CONTRACTOR shall attend coordination meetings with County staff to facilitate input from County during the critical design periods. Up to four (4) meetings are included in this Scope of Services.

### **0.4 DESIGN REVIEW MEETINGS**

CONTRACTOR shall schedule and attend design review meetings with County staff. Meetings are anticipated to occur prior to the 65%, 95%, and 100% design completion milestones.

### **0.5 CALTRANS LOCAL ASSISTANCE COORDINATION**

CONTRACTOR shall assist County staff in preparing Project documentation as required by the Local Assistance Engineer for compliance with Federal funding requirements. CONTRACTOR shall prepare exhibits and forms outlined in the Caltrans Local Assistance Procedures Manual (LAPM) for each Project phase and assist County with Requests for Authorization for future phases (Right-of-Way and Construction) and one (1) round of Exhibit 6D programming updates.

CONTRACTOR shall complete forms required for Project approval, including but not limited to the following: LAPM Exhibits 3-A, 9-D, 12-C, and 12-D. One (1) Local Assistance Program Guidelines (LAPG) 6-D form shall be completed after the 65% design approval.

### **DELIVERABLES**

- Kick-off Meeting, Agenda and Meeting Minutes
- Coordination Meetings, Agendas and Meeting Minutes (four (4) meetings)
- Design Review Meetings, Agendas and Meeting Minutes (three (3) meetings)
- Caltrans Funding Forms

## **PHASE I: PRELIMINARY ENGINEERING AND REPORTS**

### **1.1 DATA COLLECTION**

County shall research records and provide CONTRACTOR with copies of pertinent documents, including any available record plans, street plans, utility plans or proposed improvements for review and incorporation into Project documents. County shall also provide available traffic data for the bridge.

### **1.2 GEOTECHNICAL INVESTIGATION**

CONTRACTOR shall revise the existing Geotechnical Investigation Report required for the bridge rehabilitation foundation work for the Project as necessary. The roadway work will only include

## **EXHIBIT A SCOPE OF SERVICES/PAYMENT PROVISIONS**

modifications to the approaches.

**1.2.A MARK UNDERGROUND SERVICE ALERT (USA)/PERMITS/FIELD REVIEW RECONNAISSANCE/SEISMIC SHEAR WAVE PROFILES**

This task was completed under Agreement No. A-12656. Information yielded from previously completed work under this task will be utilized for the Project and no additional field exploration is proposed under this new PSA.

**1.2.B FIELD EXPLORATION**

This task was completed under the previous Agreement No. A-12656. Information yielded from previously completed work under this task will be utilized for the Project and no additional field exploration is proposed under this new PSA.

**1.2.C LABORATORY TESTING**

This task was completed under the previous Agreement No. A-12656. Information yielded from previously completed work under this task will be utilized for the Project and no laboratory tests are proposed under this new PSA.

**1.2.D ENGINEERING/GEOLOGIC ANALYSIS**

Previous studies were completed for this task under the previous Agreement No. A-12656. CONTRACTOR shall use data from the CONTRACTOR's previous studies (including most recent 2021 Geotechnical Memorandum) for the Project, and the as-built retrofit plans shall be used to develop this analysis. CONTRACTOR shall complete liquefaction analysis for the channel and abutment supports using existing boring and Cone Penetration Test (CPT) data. CONTRACTOR shall complete lateral spread analysis for the southern abutment area and shall complete analysis of existing/new foundation axial load resistance. Geotechnical parameters shall be provided for use in vertical and lateral pile capacity.

CONTRACTOR's geologic analysis shall include review of geologic mapping, Project documents and aerial photographs of the site, and the results of previous geotechnical/geologic studies in the project vicinity to evaluate evidence of geologic hazards.

CONTRACTOR shall provide engineering evaluations and analyses to develop foundation design criteria for new (two (2) southernmost piers and abutment) bridge foundations, including bearing capacity for deep foundations (including liquefaction induced downdrag); lateral capacity, to include lateral spreading considerations (consistent with Caltrans guidelines for new foundations at the southern abutment); site seismicity including, probabilistic procedures consistent with current Caltrans Seismic Design Criteria and Caltrans Acceleration Response Spectrum (ARS) Online Tool to determine the site ARS; liquefaction-induced settlement, immediate and consolidation settlement under new embankment at southernmost abutment; lateral earth pressure and coefficient of friction to lateral loads; and, new flexible pavement design for roadway approaches. CONTRACTOR shall complete a drivability analysis for recommended deep pile foundations.

**1.2.E BRIDGE FOUNDATION REPORT**

CONTRACTOR shall prepare a Bridge Foundation Report consistent with current Caltrans guidelines and format including the following:

- The results of consultations with structural, hydrological, and environmental engineers

## EXHIBIT A SCOPE OF SERVICES/PAYMENT PROVISIONS

- regarding geogrid reinforcement for embankments (if/as needed).
- A discussion of seismic considerations, evaluate the liquefaction potential and comment on the site soil conditions. Seismic data related to current Caltrans Seismic Design Criteria such as shear wave velocity, soil classification and Caltrans ARS Online Curve.

CONTRACTOR shall prepare Draft and Final Foundation Reports, to include an evaluation of existing foundations, design criteria for new foundations (for two (2) southernmost piers and abutment), lateral design capacities, and pile foundation recommendations. Using the general plan as a base map, CONTRACTOR shall provide Logs of Test Boring (LOTB) sheets (new showing 2015 CPT results at abutments and as-built showing 1997 LOTB). CONTRACTOR shall provide Design Review Consultation through final design.

### **DELIVERABLES**

- Draft Foundation Report (Draft PDF and three (3) copies)
- Final Foundation Report (Final PDF and three (3) copies)
- LOTB Plan Sheets (PDF and three (3) copies)

### **1.3 FIELD SURVEYS AND BASE MAP TOPOGRAPHY**

CONTRACTOR shall conduct one (1) day of supplemental topography as needed. CONTRACTOR shall prepare an updated field survey and topographic base map. Should additional survey be required, work shall be performed under Supplemental Service in Task 4.4 of this Agreement.

### **DELIVERABLES**

- Updated Field Survey and Topographic Map

### **1.4 UTILITY MAP AND INVESTIGATION**

CONTRACTOR shall prepare utility maps for the Project sites and submit a USA request to have public utilities located prior to field survey. CONTRACTOR shall mark underground utilities in the field near the proposed improvement locations, as necessary. CONTRACTOR shall pothole and coordinate the location of utilities. Subsurface utility locations and pothole information which have been identified by CONTRACTOR shall be surveyed by CONTRACTOR and incorporated into the Base Map file deliverable.

CONTRACTOR shall prepare and provide County with an updated utility location map in AutoCAD electronic format including all known utility features labeled and separated by layer for ease of use. Utility facilities that require removal, relocation, adjustment, or installation shall be identified within the Project limits by CONTRACTOR based upon this information.

For purposes of budgeting, CONTRACTOR has allocated one (1) day of potholing and field surveying of located markings. If utility agreements are required, they shall be performed as a Supplemental Service in Task 4.6.

## **EXHIBIT A SCOPE OF SERVICES/PAYMENT PROVISIONS**

**Utility Relocation:** CONTRACTOR shall provide communication and coordination with utility companies during the final design process; County will assist CONTRACTOR in this effort as necessary at CONTRACTOR'S request. CONTRACTOR shall coordinate the relocation and protection of the existing utilities for the Project based on the information obtained from County and various affected utilities. CONTRACTOR shall provide adequate openings for the utilities in the bridge. Each utility owner will provide a design of their facility, if readily available. If Caltrans requires a Utility Report of Investigation per the Caltrans LAMP, CONTRACTOR shall perform this work under Supplemental Service in Task 4.6.

### **DELIVERABLES**

- Updated Existing Utility Facility Base Map (PDF and three (3) copies)

#### **1.5**

### **PRELIMINARY RIGHT-OF-WAY ENGINEERING**

Under the previous Agreement No. A-12656, CONTRACTOR prepared a drawing in AutoCAD format, illustrating existing public right-of-way record, parcel lines, easements, and street centerlines for its use in securing right-of-way clearance. CONTRACTOR also prepared plat maps and legal descriptions for parcels to be acquired. CONTRACTOR shall prepare up to five (5) additional plat and legal descriptions, if required, and shall obtain the required title reports for the parcels under consideration.

CONTRACTOR shall provide all right-of-way acquisition information (legal plats, legal descriptions etc.,) and coordinate with County and County Right of Way Consultant during these efforts.

### **DELIVERABLES**

- Plats and Legal Descriptions (five (5) maximum)

#### **1.6**

### **HYDRAULICS REPORT/ 2D HYDRAULICS**

CONTRACTOR shall finalize the Bridge Design Hydraulics Study Report, in accordance with Caltrans' requirements. Under the previous Agreement No. A-12656, a Draft Report was submitted with the Type Selection Report. CONTRACTOR shall submit the Final Report with the 65% submittal, including but not limited to the following:

- Updated estimates for long term scour, contraction scour and pier scour.
- Responses to review comments and prepare Final Bridge Hydraulics Report.
- Hydraulic information for construction plans and permit data.
- Details for velocity protection measures if necessary.

CONTRACTOR shall coordinate with County, and Monterey County Water Resources Agency (MCWRA) to perform the hydrology and hydraulics task, including review and analysis of Project impacts to floodways and floodplain in the context of Monterey County Codes and Ordinances.

### **DELIVERABLES**

Design Hydraulics Study Report (Draft and Final, PDF and three (3) copies)

#### **1.7**

### **ENVIRONMENTAL DOCUMENTS (EDs)**

Environmental documentation has been completed under the previous Agreement No. A-12656. A revalidation of the National Environmental Policy Act (NEPA) is expected to be required and

## **EXHIBIT A SCOPE OF SERVICES/PAYMENT PROVISIONS**

shall be provided by CONTRACTOR. CONTRACTOR shall include environmental mitigation requirements in the Plans, Specifications, and Estimates (PS&E) as described in the approved EDs and permits. CONTRACTOR shall conduct permit activities as described in the subtasks presented below.

### **1.7.A PROJECT INITIATION AND PROJECT DESCRIPTION**

#### **1.7.A.1 KICK-OFF MEETING**

CONTRACTOR shall attend one (1) conference call kick-off meeting with the Project team and attend one (1) office and site visit meeting, held on the same day, with the responsible/cooperating agencies and other stakeholders, the design team, and County to discuss permit activities and schedule for approvals.

#### **1.7.A.2 COORDINATION WITH RESPONSIBLE/COOPERATING AGENCIES AND OTHER STAKEHOLDERS**

CONTRACTOR shall attend conference call meetings with responsible/cooperating agencies and other stakeholders, the design team, and County to discuss Project-related impacts and avoidance measures, including Project design modifications and/or additional mitigation. These agencies include but are not limited to; Caltrans Environmental, California Department of Fish and Wildlife (CDFW), National Marine Fisheries Service (NMFS), United States Fish and Wildlife, Regional Water Quality Control Board (RWQCB), and the United States Army Corp of Engineers (USACE), in addition to County.

#### **1.7.A.3 PROJECT DESCRIPTION**

CONTRACTOR completed this task under the previous Agreement No. A-12656

### **1.7.B PREPARATION OF DRAFT TECHNICAL STUDIES**

CONTRACTOR completed this task under the previous Agreement No. A-12656

#### **1.7.B.1 NATURAL ENVIRONMENT STUDY (NES)**

CONTRACTOR completed this task under the previous Agreement No. A-12656

#### **1.7.B.2 JURISDICTIONAL DELINEATION (JD)**

CONTRACTOR completed this task under the previous Agreement No. A-12656

#### **1.7.B.3 BIOLOGICAL ASSESSMENT (BA)**

CONTRACTOR completed this task under the previous Agreement No. A-12656

#### **1.7.B.4 CULTURAL RESOURCES**

CONTRACTOR completed this task under the previous Agreement No. A-12656

#### **1.7.B.5 GEOLOGY**

CONTRACTOR completed this task under the previous Agreement No. A-12656

#### **1.7.B.6 HAZARDOUS MATERIALS/INITIAL SITE ASSESSMENT (ISA) REVALIDATION**

CONTRACTOR shall revalidate the ISA previously prepared under Agreement No. A-12656.

## EXHIBIT A SCOPE OF SERVICES/PAYMENT PROVISIONS

### **1.7.B.7 HYDROLOGY AND WATER QUALITY/POST-CONSTRUCTION STORMWATER CONTROL PLAN (SWCP)**

CONTRACTOR shall prepare a Post-Construction SWCP as required for RWQCB approval of the Project.

### **1.7.B.8 FLOODPLAIN EVALUATION REPORT**

CONTRACTOR completed this task under the previous Agreement No. A-12656

### **1.7.B.9 NOISE**

CONTRACTOR completed this task under the previous Agreement No. A-12656

### **1.7.B.10 VISUAL IMPACT ASSESSMENT (VIA) REVALIDATION**

CONTRACTOR shall revalidate the VIA previously prepared under Agreement No. A-12656.

### **1.7.C REVISE DRAFT DOCUMENTS BASED ON COUNTY AND CALTRANS COMMENTS**

CONTRACTOR completed this task under the previous Agreement No. A-12656

### **1.7.D FINAL TECHNICAL STUDIES**

CONTRACTOR shall confirm final technical studies performed under Agreement No. A-12656. Any studies requiring updating shall be performed as a Supplemental Service.

### **1.7.E PREPARATION OF ADMINISTRATIVE DRAFT AND PUBLIC REVIEW DRAFT ENVIRONMENTAL DOCUMENTS**

CONTRACTOR completed this task under the previous Agreement No. A-12656

#### **1.7.E.1 CIRCULATE DRAFT ED FOR PUBLIC REVIEW**

CONTRACTOR completed this task under the previous Agreement No. A-12656

#### **1.7.E.2 RESPONSE TO COMMENTS BASED ON PUBLIC COMMENT**

CONTRACTOR completed this task under the previous Agreement No. A-12656

### **1.7.F FINAL ED/REVALIDATION**

CONTRACTOR shall provide information for Caltrans use in approving the revalidation of the 7final EDs before advertising the Project for construction.

### **1.7.G PERMITTING AND HABITAT MITIGATION AND MONITORING PLAN (HMMP) SUPPORT**

CONTRACTOR identified required environmental permits to allow Project construction during development of the ED. Based on previous work completed under Agreement No. A-12656, the Project will require the following permits: 1) a Nationwide Permit from the USACE for Section 404 of the Clean Water Act (CWA), 2) a Lake or Streambed Alteration Agreement for Section 1602 of the California Department of Fish and Game (CDFG) Code from the CDFW, and 3) a Water Quality Certification for Section 401 of the CWA from the Central Coast Regional Water Quality Control Board (CCRWQCB).

CONTRACTOR shall consult with environmental regulatory agency representatives and prepare permit applications in signature ready format. Upon County signature, CONTRACTOR shall submit permit applications to the respective agencies and coordinate with those agencies to ensure

## **EXHIBIT A SCOPE OF SERVICES/PAYMENT PROVISIONS**

that applications are complete, provide additional information if requested, discuss Project measures to avoid or minimize impacts and/or additional permit conditions recommended for permit approval. Should any conditions of the permit application change during regulatory agency review, County shall be responsible for agreeing to and finalizing these permit conditions.

### **1.7.G.1 SECTION 404 NATIONWIDE PERMIT**

CONTRACTOR shall prepare a Nationwide Permit application for Section 404 of the CWA for the Project. At this time it is anticipated that the Project will have minimal impacts to wetlands and waters of the United States (U.S.) and would likely be permitted under the Nationwide Permit Program. The extent of jurisdiction under the Acts shall be determined during a formal jurisdictional delineation of the Project area. If impacts to wetlands or waters of the U.S. exceed the limits imposed under the Nationwide Permits, then an Individual Permit may be required. Preparation of an Individual Permit shall be paid by CONTRACTOR and reimbursed by County.

It is expected that the following items will be required for a Nationwide Permit application:

- Verified delineation of jurisdictional waters for Section 404 of the CWA;
- Complete Project plans in plan view and cross-section that have been reduced to a size that can fit on an 8 ½" X 11" sheet (for inclusion in the USACE's Public Notice);
- Previously completed Natural Environmental Study (NES);
- Previously completed Cultural Resources Report.

### **1.7.G.2 SECTION 1602 LAKE OR STREAMBED ALTERATION AGREEMENT**

CONTRACTOR shall prepare a Lake or Streambed Alteration Agreement application for Section 1602 of the CDFG Code for the Project. The application shall include a Notice of Determination (NOD) showing California Environmental Quality Act (CEQA) compliance, Project plans for the location of each Project element affecting a waterway, a Biological Assessment (BA) report (in the form of an NES) identifying the affected habitats, and payment in an amount to be determined by the extent of impact. CONTRACTOR shall be responsible for filing fees associated with the Lake or Streambed Alteration Agreement application for the Project, up to the limit shown in the fee proposal. CONTRACTOR shall be reimbursed by County for a fee amount required by the permitting agency.

### **1.7.G.3 SECTION 401 WATER QUALITY CERTIFICATION**

CONTRACTOR shall prepare a Water Quality Certification application for Section 401 of the CWA for the Project. The application shall include a copy of the Section 1602 Streambed Alteration Agreement issued by the CDFW, a copy of the Nationwide Permit, a delineation of jurisdictional waters, a NOD showing CEQA compliance, and a check for the application fee. CONTRACTOR shall be responsible for filing fees associated with the Water Quality Certification for the Project, up to the limit shown in the fee proposal.

### **1.7.G.4 HMMP**

CONTRACTOR shall prepare a HMMP. The plan shall address required mitigation for disturbed areas as well as tree replacement. Mitigation ratios shall be negotiated with the resource agencies. It is assumed that all mitigation shall occur on site. Offsite mitigation shall be performed as a Supplemental Service or by County.

## **DELIVERABLES**

TRC Engineers, Inc.  
Gonzales River Road Bridge Superstructure Replacement Project  
Department of Public Works, Facilities and Parks

## EXHIBIT A SCOPE OF SERVICES/PAYMENT PROVISIONS

- Updated ISA
- Updated VIA Memo
- Permit Applications for CDFW, RWQCB, and USACE (Original and electronically submitted PDF files)
- HMMP (Draft and Final, PDF files)
- SWCP (Draft and Final, PDF files)

### 1.7.H MEETING/HEARING ATTENDANCE

CONTRACTOR completed this task under preceding Agreement No. A-12656

### 1.8 35% SUBMITTAL; PRELIMINARY DESIGN AND TYPE SELECTION

CONTRACTOR shall revise Type Selection Study Report previously prepared under Agreement No. A-12656 to incorporate revised Project configuration, including superstructure rehabilitation with a steel girder superstructure with a thirty foot (30') clear width. The revised Type Selection Study Report shall be submitted to Caltrans for review and approval.

35% Preliminary Plans: Revise the current plan set to incorporate the type selection and final profile grade which results in providing additional plan sheets to convey changes to bridge elements. The additional plan sheets to be included in the 35% submittal are as follows:

- Index to Plans
- Structure Plans
- Pier Layout
- Typical Section

#### **DELIVERABLES**

- Type Selection Study Report with revised alignment, profile grade, and bridge typical section for the steel girder superstructure
- General Plan drawing of the structure type
- Cost estimate for the preferred bridge type
- 35% Plan Set of the preferred bridge type and roadway approaches

### 1.9 DEWATERING PLAN

CONTRACTOR shall prepare a conceptual dewatering plan to assist with future permitting efforts. CONTRACTOR shall develop dewatering/water diversion plan sheets and a written description regarding the dewatering plans. The plan shall show diversion of river flow around span 21, the low flow channel, during periods of low flow. It is recognized that the Salinas River cannot be diverted during period of high flows, thus the diversion system would be removed in such instances. These shall not be contract plans, and shall be included in Supplemental Project Information for use by the Construction Contractor in developing the preferred plan depending on conditions during construction.

#### **DELIVERABLES**

- Dewatering Plan Sheets (Exhibits)
- Dewatering Narrative Memo

## PHASE II: FINAL DESIGN

TRC Engineers, Inc.  
Gonzales River Road Bridge Superstructure Replacement Project  
Department of Public Works, Facilities and Parks

## EXHIBIT A SCOPE OF SERVICES/PAYMENT PROVISIONS

CONTRACTOR shall prepare Construction Documents based on the approved Preliminary Design Report and Bridge Type Selection Report. The Construction Documents package shall include specifications and construction plans and conform to Caltrans' Standards and Federal requirements. CONTRACTOR shall prepare final design calculations and a final construction cost estimate and submit to County for review.

CONTRACTOR shall coordinate with utilities at the 65% plan submittal milestone to determine future needs to be accommodated on or within the Project. CONTRACTOR shall design identified channel work or alterations and road approach transitions to the bridge.

### Design Criteria

Bridge Design: CONTRACTOR shall complete the final bridge design in accordance with Caltrans Bridge Design Specifications using the Load and Resistance Factor Design Method following American Association of State Highway and Transportation Officials' (AASHTO) "Load and Resistance Factor Design (LRFD) Bridge Specification 2018" with the California Amendments. Seismic design shall be performed in accordance with Caltrans latest Seismic Design Criteria (Version 2.0). Other references that shall be followed are Caltrans Division of Structures "Bridge Memo to Designers", "Bridge Design Aids", "Bridge Design Details", and the "LAPM".

Approach Roadway Design: CONTRACTOR shall complete the final approach roadway design in accordance with AASHTO "A Policy on Geometric Design of Highways and Streets", Caltrans Highway Design Manual, and Caltrans Standard Specifications. These shall correspond to the plans approved by County in the prior phase of work. Final grading and drainage details shall be developed as well as new/existing roadway conformance details, as required. Cross-sections shall be developed at approximately fifty foot (50') intervals.

Traffic: In coordination with County, CONTRACTOR shall provide traffic control and traffic control plan for temporary access roads. Temporary low water crossing plans shall be developed by CONTRACTOR to accommodate construction and emergency vehicles through the river during low flow times during construction.

CONTRACTOR shall develop bridge demolition plans, water pollution control measures, traffic detour signing, and Project signing, as well as bridge and roadway embankment protection (rock slope protection) details.

### PLAN SHEETS AND DETAILS

CONTRACTOR shall prepare the plan sheets in AutoCAD. Plans shall be prepared using English units and be consistent with Caltrans' Standard Plans. All plans shall be signed by CONTRACTOR's Civil Engineer licensed to practice in the State of California in responsible charge of the design, in accordance with the Caltrans LAPM. The plan sheets for inclusion in the construction documents are listed on Attachment 1.

## **EXHIBIT A SCOPE OF SERVICES/PAYMENT PROVISIONS**

CONTRACTOR shall make three (3) submittals during the Final Design Phase as follows:

- When the documents are 65% complete;
- When the documents are 95% complete; and
- When the final documents are complete.

Each submittal shall incorporate the review comments from the previous submittal of County and all other reviewing agencies.

### **2.1 UNCHECKED DESIGN SUBMITTALS (65% PS&E)**

#### **2.1.A 65% COMPLETE PLANS**

Based on comments received from County on the 35% Design Submittal, CONTRACTOR shall advance the design to the point that major design issues and solutions are represented in the plans. Minor details may not be finalized in the plan set at this milestone, but all plan sheets shall be included in this submittal package. CONTRACTOR shall work with County to resolve any remaining conflicts between the comments of different reviewers. Upon comment resolution with County, no further changes shall be allowed thereafter and such comments or changes shall be deferred until the next submittal or next appropriate meeting.

#### **2.1.B 65% SPECIFICATION LISTING**

CONTRACTOR shall prepare a draft assemblage of relevant Caltrans Standard Special Provisions (SSPs) to be edited and incorporated into the technical specifications in Task 2.2.B. The technical specifications shall cover all major items of work and shall reference applicable County or Caltrans standard specifications, with specific consideration of measurement and payment provisions. County shall be responsible for providing the "boilerplate" general and standard provisions related to the construction contract.

#### **2.1.C 65% CONSTRUCTION COST ESTIMATE**

CONTRACTOR shall prepare a construction cost estimate to reflect the design refinements in the 65% Design Submittal. This shall become the 65% Engineer's Estimate of Probable Construction Cost.

#### **2.1.D MEMORANDUM RESPONSE TO COMMENTS**

County shall submit a "Comments" letter to CONTRACTOR with County comments to the 35% Design Submittal. CONTRACTOR shall prepare and submit a memo with "Response to Comments" received from County's "Comments" to the 35% Design Submittal. A meeting shall be held with County staff and CONTRACTOR's staff to discuss and resolve the "Comments" and the "Response to Comments" to the 35% Design Submittal.

Changes to the plans requested by County and agreed to by CONTRACTOR shall be incorporated into the 65% submittal documents by CONTRACTOR. It is understood that reasonable changes to the plans and other construction documents shall be incorporated into the construction documents.

#### **65% DELIVERABLES**

- Plan Set Drawings (five (5) copies, 11" x 17" plots)
- 65% Engineer's Estimate of Probable Construction Cost (five (5) copies, 8 1/2" x 11")
- 65% Specifications (three (3) copies, 8 1/2"x 11")

## EXHIBIT A SCOPE OF SERVICES/PAYMENT PROVISIONS

- Response to 35% Comments Memo (three (3) copies)

### **2.2 CHECKED DESIGN SUBMITTAL (95% PS&E)**

#### **2.2.A 95% COMPLETE PLANS**

Based on comments received from the 65% Design Submittal, CONTRACTOR shall advance the design to the point that it is complete and independently checked by CONTRACTOR and shall be the 95% Design Submittal. CONTRACTOR shall prepare Checked Plans and submit to County, the utility companies, and other agencies as identified in the kick-off meeting for final review and comment. CONTRACTOR shall work with County and other agencies to resolve any conflicts between the comments of different reviewers by convening a comment resolution meeting to obtain consensus.

#### **2.2.B 95% COMPLETE SPECIFICATIONS**

CONTRACTOR shall prepare the technical specifications by editing Caltrans SSPs and creating new provisions where appropriate.

#### **2.2.C 95% CONSTRUCTION COST ESTIMATE**

The Estimate of Construction Cost shall be updated for use in the Bid Documents using standard County and/or Caltrans items and then-current unit prices. The estimate shall include segregated amounts for Highway Bridge Program (HBP)-participating, HBP non-participating, and items outside of the participating HBP project limits.

#### **2.2.D QUALITY ASSURANCE REVIEW**

An internal quality assurance review of the PS&E shall be conducted concurrently by CONTRACTOR with review of the 95% Design Submittal by County and other agencies. CONTRACTOR's quality assurance program shall provide for independent checking of individual tasks as well as an independent review by CONTRACTOR. The purpose of the review shall be to provide oversight to specific Project details by professionals who are not closely involved in the design, and to review the constructability, cost-effectiveness, and completeness of design features according to the standard of professional care.

#### **2.2.E MEMORANDUM RESPONSE TO COMMENTS**

County shall submit a "Comments" letter to CONTRACTOR with County Comments to the 65% Design Submittal. CONTRACTOR shall prepare and submit a memo with "Response to Comments" received from County's "Comments" to the 65% Design Submittal. If County deems it necessary, an additional meeting shall be held with County and CONTRACTOR to discuss and resolve the "Comments" and the "Response to Comments" to the 65% Design Submittal.

Minor changes to the plans requested by County and agreed to by CONTRACTOR shall be incorporated into the 95% submittal documents. It is understood that reasonable minor changes to the plans and other construction documents shall be incorporated into the construction documents.

#### **95% DELIVERABLES**

- Plan Set Drawings (five (5) copies, 11" x 17" plots)
- 95% Engineer's Estimate (three (3) copies, 8 1/2" x 11")
- Specifications (three (3) copies, 8 1/2" x 11")
- Response to 65% Comments Memo (three (3) copies)

## EXHIBIT A SCOPE OF SERVICES/PAYMENT PROVISIONS

### 2.3 FINAL DESIGN SUBMITTAL (100% PS&E)

#### 2.3.A 100% FINAL PLANS

After County review of the Checked Design Submittal (95%), CONTRACTOR shall prepare the Final Contract Documents as directed by County, and provide County and other agencies the opportunity to review the completed Bid Documents and direct minor revisions.

#### 2.3.B MEMORANDUM RESPONSE TO COMMENTS

County shall submit a “Comments” letter to CONTRACTOR with County’s Comments to the 95% Design Submittal. CONTRACTOR shall prepare and submit a memo with “Response to Comments” received from County’s “Comments” to the 95% Design Submittal.

#### 2.3.C BID DOCUMENTS

After County’s review of the 100% Final Submittal, any minor final revisions shall be incorporated and six (6) sets of Completed Contract Documents shall be prepared in accordance with County's instructions. Final bid documents shall be submitted for signature.

CONTRACTOR shall assemble relevant information to include in the package for bidders. Typical items include permits, a Stormwater Pollution Prevention Plan (SWPPP), as built plans, photographs, foundation and hydraulic reports, water diversion plans, mitigation monitoring plans, environmental documents including the Environmental Compliance Review (ECR), and other appropriate information. Documents shall be provided on a thumb drive containing PDF files.

#### 100% DELIVERABLES

- One (1) set of plans at reduced scale (11” x 17”) signed and dated.
- Book 1 of final signed specifications.
- Book 2 of final signed specifications.
- A final Engineers Estimate.
- Supplemental Project Information
- CD archive of Project electronic files including PDF of each plan sheet and AutoCAD files.

### 2.4 BIDDING PERIOD SERVICES

During the bidding period, CONTRACTOR shall prepare responses to any questions regarding the contract documents.

## PHASE III: CONSTRUCTION

Phase III Construction Support and as-built plan costs are not included in this Agreement. If these items are deemed necessary, a budget adjustment and an amendment to this Agreement with approval by the Monterey County Board of Supervisors will be necessary to complete the work.

### 3.1 CONSTRUCTION SUPPORT

Upon County approval of the construction support proposal, CONTRACTOR shall be available to interpret plans, revise designs, check, and approve shop drawings and false work plans, and make site visits as required by County during construction.

### 3.2 AS-BUILT PLANS

CONTRACTOR shall prepare As-Built Plans at the conclusion of the construction activities to reflect the as-built construction details.

## **EXHIBIT A SCOPE OF SERVICES/PAYMENT PROVISIONS**

### **PHASE IV: SUPPLEMENTAL SERVICES**

Supplemental Service scope and accompanying budget has been provided to County as requested to address circumstances that may arise during the environmental review and assessment process. An overall budget has been provided for Supplemental Services. Upon identification of the need for a Supplemental Service, CONTRACTOR shall alert County and request written approval to perform the service. Upon receipt of County's written notice to proceed with the service, CONTRACTOR shall perform the work.

#### **4.1 PUBLIC OUTREACH**

CONTRACTOR shall attend a public meeting in Gonzales, scheduled by County during the preparation of the 65% design phase. County shall prepare and distribute all meeting notices and CONTRACTOR shall prepare meeting exhibits including engineering drawings and concepts to discuss the Project with the public.

CONTRACTOR shall prepare a meeting summary report to summarize the issues raised by the public during the public meeting. The information gathered at the public scoping meeting shall be used to identify key issues for CONTRACTOR to address in the design where possible and appropriate.

#### **DELIVERABLES**

- Exhibits for Public Meeting (not to exceed six (6) exhibits)
- Meeting Summary Report (PDF and three (3) copies)

#### **4.2 BIOLOGY TASKS**

CONTRACTOR completed this task under the previous Agreement No. A-12656

#### **4.2A-H SPECIAL-STATUS PLANT AND ANIMAL SURVEYS**

Under the previous Agreement No. A-12656, special status plant and animal surveys were previously performed, but certain studies may need to be revalidated or reperformed by CONTRACTOR. If these items are deemed necessary, a budget adjustment and an amendment to this Agreement with approval by the Monterey County Board of Supervisors will be necessary to complete the work.

#### **4.3 ALTERNATIVES ANALYSIS**

CONTRACTOR shall prepare an alternatives analysis describing considerations in selecting the project configuration for submittal to the RWQCB. The analysis shall rely on previous type selection studies and hydraulic analyses already performed in anticipation that the current Project configuration shall not change as a result of the analysis, as the Project configuration was previously approved in the ED and structure type selection processes. Any change in the configuration requiring redesign would be considered additional services and require a budget adjustment and an amendment to this Agreement with approval by the Monterey County Board of Supervisors.

#### **4.4 FIELD SURVEYS AND BASE MAP TOPOGRAPHY**

If additional field surveys are required, work shall be performed under Supplemental Services.

## EXHIBIT A SCOPE OF SERVICES/PAYMENT PROVISIONS

County shall secure permission from property owners to access the properties, conduct surveys and establish control points. CONTRACTOR shall coordinate its activities with County to secure permission for access. CONTRACTOR holds a Caltrans District 5, District wide encroachment permit and shall coordinate with Caltrans as needed for access. CONTRACTOR shall coordinate with County and provide traffic control during the bridge deck surveying portion of work.

CONTRACTOR has budgeted one (1) day of field work and corresponding office work for reduction of the supplemental data if needed.

### **DELIVERABLES**

- Updated Field Survey and Topographic Map.

#### **4.5 REVEGETATION PS&E AND COORDINATION**

CONTRACTOR shall perform onsite revegetation PS&E preparation, as directed by the HMMP. Exact scope is unknown until the HMMP is prepared, and all work herein shall be considered Supplemental Services. An estimated budget for these Supplemental Services is included herein, however the actual budget shall be determined upon completion of the HMMP.

CONTRACTOR shall provide offsite mitigation planting as required including coordination of offsite mitigation requirements during development of the HMMP but not preparation of the PS&E for offsite planting. It is assumed that any offsite mitigation would be performed by the Resource Conservation District of Monterey County (RCDMC) such that a detailed PS&E would not be prepared by CONTRACTOR. Alternatively, offsite mitigation PS&E preparation would be a supplemental service.

### **DELIVERABLES**

- Revegetation Plans
- Revegetation Special Provisions
- Revegetation Quantities and Cost Estimate

#### **4.6 UTILITY RELOCATION COORDINATION AND DOCUMENTATION**

CONTRACTOR shall prepare documentation for utility clearances required including notices to owners and relocation agreements. Coordination including correspondence and meeting attendance is also included herein.

### **DELIVERABLES**

- Notice to Owners
- Meeting Notes

#### **4.7 VALUE ANALYSIS (VA)**

**Task 4.7 is not included in this Agreement.** If these items are deemed necessary, a budget adjustment and an amendment to this Agreement with approval by the Monterey County Board of Supervisors will be necessary to complete the following work:

Organize and conduct a VA of the Project including the following subtasks:

- Review VA Procedures

## EXHIBIT A SCOPE OF SERVICES/PAYMENT PROVISIONS

- Assist County in identifying VA team members. It is assumed that the following team members shall participate:
  - Certified Value Specialist – Facilitator
  - Bridge Engineering Expert
  - Roadway Engineering Expert
  - Geotechnical/Materials Expert
  - Cost Estimator
  - Construction Expert
  - Three (3) Members of the Design Team
  - County Staff as desired
- Schedule Study and Arrange Resources
- Conduct Forty (40) Hour VA Study
- Present Recommendations to County Management and the Project Development Team (PDT)
- Submit a VA Workbook and Report to County

### **DELIVERABLES**

- Value Analysis Report
- Value Analysis Meeting Notes

**Phase IV Supplemental Services, are included and described in Exhibit A of this Agreement to allow for completion of the identified service within the specific survey timeframe. A minimum budget has been allocated in the hours and design worksheet to allow completion of any identified service within the specific timeframes. Should a Supplemental Service identified in Exhibit A be required, CONTRACTOR shall present the cost associated with the Supplemental Service to County Project Manager (PM) and request the County PM's written approval and written notice to proceed. The total cost for all Supplemental Services shall not exceed the authorized Supplemental Services budget amount approved under this Agreement without an executed amendment to this Agreement.**

#### **4.8 Site-Specific Seismic Analysis**

**Task 4.8 is not included in this Agreement.** If these items are deemed necessary, a budget adjustment and an amendment to this Agreement with approval by the Monterey County Board of Supervisors will be necessary to complete the following work:

CONTRACTOR shall complete one (1) site-specific ARS curve of horizontal ground motion from dynamic site-response analysis for use in final bridge design, if determined that such analysis is warranted based on the subsurface soil conditions. CONTRACTOR shall use boring data generated from previous and current studies for the analysis including but not limited to the following:

- Generate a firm-rock site response spectrum according to current Caltrans Seismic Design Criteria;
- Hazard de-aggregation;
- Selection of appropriate horizontal ground motions affecting the site;
- Modification of selected ground motions;
- Perform dynamic site response analysis using the SHAKE software program;
- Construct a 5% damping smooth ARS curve of free-surface horizontal motion.

### **DELIVERABLES**

TRC Engineers, Inc.  
Gonzales River Road Bridge Superstructure Replacement Project  
Department of Public Works, Facilities and Parks

## EXHIBIT A SCOPE OF SERVICES/PAYMENT PROVISIONS

- Report of Seismic Design Spectrum of Horizontal Ground Motion
- Site-specific ARS Curve

### WORK NOT INCLUDED

#### **The following tasks are not included in the Scope of Services:**

- Slope protection plans except as required to protect bridge foundations.
- Landscaping and street lighting design, except revegetation as required by the CEQA/NEPA documents or regulatory environmental permits.
- Feasibility or planning studies for future channel flood control improvement.
- Design of temporary or permanent channel mitigation measures other than those at the bridge.
- Performing Phase II ISA.
- Handling and disposal of hazardous materials.
- Construction contract administration.
- Any work not specifically included in the Scope of Services.
- Surveying and right of way work including:
- Staking of proposed easements or right-of-way acquisitions.
- Record of Survey or setting of monuments.

### MATERIALS, INFORMATION AND DATA PROVIDED BY COUNTY

- Available pertinent information, data and reports of the surrounding area, such as adjacent project plans, reports, specifications, etc.

### WORK PERFORMED BY THE COUNTY

County shall perform tasks as identified in the above Scope of Services and the following:

- Review and Comment on Design Submittals
- Project Approval
- Preparation and execution of utility agreements
- PS&E Approval
- Advertise for Bids
- Award of Construction Contract
- Advertising and Bidding Administration
- Process right-of-entry requests for surveying and subsurface exploration

**Any basic services or supplemental services referenced in this Agreement which do not include a cost shall not be provided by CONTRACTOR unless presented to and authorized by County in writing via an executed Amendment to this Agreement.**

## B. PAYMENT PROVISIONS

### B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed **\$2,221,102** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR's compensation for services rendered shall be based on the following Cost Proposal included in this Exhibit A and within the Exhibit 10-H2 Cost Proposal forms of the Caltrans Local Assistance Procedures Manual (LAPM) included in Exhibit B of this Agreement and in accordance with the following terms.

TRC Engineers, Inc.  
Gonzales River Road Bridge Superstructure Replacement Project  
Department of Public Works, Facilities and Parks

## EXHIBIT A SCOPE OF SERVICES/PAYMENT PROVISIONS

County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available online at <https://www.co.monterey.ca.us/home/showdocument?id=69364>. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

Travel expenses for Federally Funded projects shall be reimbursed in accordance with California Department of Human Resources' (CalHR) rates <https://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201>

County and CONTRACTOR agree that CONTRACTOR and its subcontractors shall be reimbursed for mileage based upon the Internal Revenue Service (IRS) standard business mileage rate at the time of travel.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

### **B.2 CONTRACTOR'S BILLING PROCEDURES**

Payment shall be based upon satisfactory acceptance of services.

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 6, Payment Conditions, of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, Project name (*Gonzales River Road Bridge Superstructure Replacement Project*) and associated Delivery Order (DO) number, and an original hardcopy shall be sent to the following address or via email to [PWFP-Finance-AP@co.monterey.ca.us](mailto:PWFP-Finance-AP@co.monterey.ca.us):

County of Monterey  
 Department of Public Works, Facilities and Parks – Finance  
 1441 Schilling Place, South 2<sup>nd</sup> Floor  
 Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the Department of Public Works, Facilities and Parks - Finance at (831) 755-4800 or via email to: [PWFP-Finance-AP@co.monterey.ca.us](mailto:PWFP-Finance-AP@co.monterey.ca.us).

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

**DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

## EXHIBIT A SCOPE OF SERVICES/PAYMENT PROVISIONS

## ATTACHMENT 1

**COUNTY OF MONTEREY**  
**GONZALES RIVER ROAD BRIDGE SUPERSTRUCTURE REPLACEMENT**  
**PROJECT**  
**PLAN SHEET LIST**

Sheet Number	Sheet Title	TRC	WRECO	Crawford
1	Title Sheet	1		
2	Survey Control Sheet	1		
3	Typical Cross Sections 1	1		
4	Typical Cross Sections 2	1		
5	Typical Cross Sections 3 (Short Road)	1		
6	Typical Cross Sections 4 (Driveways)	1		
7	Layout Sheet 1	1		
8	Layout Sheet 2	1		
9	Layout Sheet 3	1		
10	Layout Sheet 4	1		
11	Profile Sheet 1	1		
12	Profile Sheet 2	1		
13	Profile Sheet 3	1		
14	Profile Sheet 4	1		
15	Profile Sheet 5 (Short Road & Driveways)	1		
16	Construction Details-Removal 1	1		
17	Construction Details-Removal 2	1		
18	Construction Details-Removal 3	1		
19	Construction Details-Removal 4	1		
20	Construction Details-Intersection Details 1	1		
21	Construction Details-Intersection Details 2	1		
22	Construction Details-Misc Details 3	1		
23	Construction Details-Misc Details 4	1		
24	Water Pollution Control Sheet 1	1		
25	Water Pollution Control Sheet 2	1		
26	Water Pollution Control Sheet 3	1		
27	Water Pollution Control Sheet 4	1		
28	Erosion Control Sheet 1	1		
29	Erosion Control Sheet 2	1		
30	Erosion Control Sheet 3	1		
31	Erosion Control Sheet 4	1		

TRC Engineers, Inc.  
 Gonzales River Road Bridge Superstructure Replacement Project  
 Department of Public Works, Facilities and Parks

## EXHIBIT A SCOPE OF SERVICES/PAYMENT PROVISIONS

32	Contour Grading Plans 1	1		
33	Contour Grading Plans 2	1		
34	Contour Grading Plans 3	1		
35	Contour Grading Plans 4	1		
36	Drainage Plan 1	1		
37	Drainage Plan 2	1		
38	Drainage Plan 3	1		
39	Drainage Plan 4	1		
40	Drainage Profiles 1	1		
41	Drainage Profiles 2	1		
42	Drainage Details	1		
43	Drainage Culvert Plan 1	1		
44	Drainage Culvert Plan 2	1		
45	Drainage Culvert Details	1		
46	Drainage Quantities Sheet 1	1		
47	Drainage Quantities Sheet 2	1		
48	Utility Sheets 1	1		
49	Utility Sheets 2	1		
50	Utility Sheets 3	1		
51	Utility Sheets 4	1		
52	Summary of Quantities Sheet 1	1		
53	Summary of Quantities Sheet 2	1		
54	Construction Area Signs 1	1		
55	Construction Area Signs 2	1		
56	Construction Area Sign Detail	1		
57	Stage Construction Plans 1 – Stage 1	1		
58	Stage Construction Plans 2 – Stage 1	1		
59	Stage Construction Plans 3 – Stage 1	1		
60	Stage Construction Plans 4 – Stage 1	1		
61	Stage Construction Plans 5 – Stage 2	1		
62	Stage Construction Plans 6 – Stage 2	1		
63	Stage Construction Plans 7 – Stage 2	1		
64	Stage Construction Plans 8 – Stage 2	1		
65	Detour Plan	1		
66	Detour Plan	1		
67	Pavement Delineation Plan 1	1		
68	Pavement Delineation Plan 2	1		
69	Pavement Delineation Plan 3	1		
70	Pavement Delineation Plan 4	1		
71	Pavement Delineation Quantities 1	1		

## EXHIBIT A SCOPE OF SERVICES/PAYMENT PROVISIONS

72	Sign Plan 1	1		
73	Sign Plan 2	1		
74	Sign Plan 3	1		
75	Sign Plan 4	1		
76	Sign Details	1		
77	Sign Quantities	1		
78	Existing Traffic and Lighting			
79	Bridge General Plan	1		
80	Index to Plans	1		
81	Structure Plan No. 1	1		
82	Structure Plan No. 2	1		
83	Structure Plan No. 3	1		
84	Structure Plan No. 4	1		
85	Deck Contours No. 1	1		
86	Deck Contours No. 2	1		
87	Deck Contours No. 3	1		
88	Deck Contours No. 4	1		
89	Foundation Plan No. 1	1		
90	Foundation Plan No. 2	1		
91	Foundation Plan No. 3	1		
92	Foundation Plan No. 4	1		
93	Abutment 1 Layout	1		
94	Abutment 22 Layout	1		
95	Abutment Details No. 1	1		
96	Abutment Details No. 2	1		
97	Pier Layout	1		
98	Pier Details No. 1	1		
99	Pier Details No. 2	1		
100	Pier 2 Layout & Details	1		
101	Pier 3 Layout & Details	1		
102	CIDH/CISS Pile Details	1		
103	Typical Section	1		
104	Steel Girder Layout No. 1	1		
105	Steel Girder Layout No. 2	1		
106	Steel Girder Layout No. 3	1		
107	Steel Girder Layout No. 4	1		
108	Lateral Bracing Details	1		
109	Lateral Bracing Details	1		
110	Deck Reinforcement No. 1	1		
111	Deck Reinforcement No. 2	1		

## EXHIBIT A SCOPE OF SERVICES/PAYMENT PROVISIONS

112	Deck Drain Layout No. 1	1		
113	Deck Drain Layout No. 2	1		
114	Deck Drain Layout No. 3	1		
115	Deck Drain Details No. 1	1		
116	Deck Drain Details No. 2	1		
117	Deck Drain - Type D-2 Modified	1		
118	Hinge Details No. 1	1		
119	Hinge Details No. 2	1		
120	Hinge Details No. 3	1		
121	Expansion Bearing Details	1		
122	Cable Restrainer Type 2	1		
123	Cable Restrainer Adjustment Hardware	1		
124	Joint Seal-Hinge Details-MR > 4"	1		
125	Structure Approach Type EQ (10)	1		
126	Structure Approach Drainage Details	1		
127	Rock Slope Protection Layout	1		
128	Rock Slope Protection Details	1		
129	Concrete Barrier Type ST-10 (Mod)	1		
130	Log of Test Borings 1 of 4			1
131	Log of Test Borings 2 of 4			1
132	Log of Test Borings 3 of 4			1
133	Log of Test Borings 4 of 4			1
134	Tree Removal Plan		1	
135	Planting Plan 1		1	
136	Planting Plan 2		1	
137	Planting Plan 3		1	
138	Planting Plan 4		1	
139	LWD Details 1		1	
140	LWD Details 2		1	
141	LWD Details 3		1	
	<b>Total Sheets</b>	<b>129</b>	<b>8</b>	<b>4</b>
	Roadway Sheets	78		
	Structures Sheets	51		
	Landscape Sheets	8		
	Geotechnical Sheets	4		
	<b>Grand Total</b>	<b>141</b>		

TRC Engineers, Inc.  
 Gonzales River Road Bridge Superstructure Replacement Project  
 Department of Public Works, Facilities and Parks

**EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS**

**TRC ENGINEERS, INC.**  
**FEE FOR BASIC AND SUPPLEMENTAL SERVICES**

**PROJECT** County of Monterey  
Gonzales River Road Bridge Superstructure Replacement Project  
-

<b>FIRM</b>	<b>BASIC</b>		<b>SUPPLEMENTAL</b>		<b>TOTAL</b>		<b>GRAND TOTAL</b>
	<b>LABOR</b>	<b>ODCS</b>	<b>LABOR</b>	<b>ODCS</b>	<b>LABOR</b>	<b>ODCS</b>	
<b>TRC</b>	\$ 1,862,840	\$ 7,928	\$ 64,945	\$ -	\$ 1,927,785	\$ 7,928	\$ 1,935,713
<b>LSA</b>	\$ 88,070	\$ 60,300	\$ -	\$ -	\$ 88,070	\$ 60,300	\$ 148,370
<b>CRAWFORD</b>	\$ 37,507	\$ 1,600	\$ -	\$ 40,000	\$ 37,507	\$ 41,600	\$ 79,107
<b>HDR</b>			\$ 30,000	\$ 480	\$ 30,000	\$ 480	\$ 30,480
<b>WHITSON</b>	\$ 13,558	\$ -	\$ 5,236	\$ 8,638	\$ 18,794	\$ 8,638	\$ 27,432
<b>TOTALS</b>	<b>\$ 2,001,975</b>	<b>\$ 69,828</b>	<b>\$ 100,182</b>	<b>\$ 49,118</b>	<b>\$ 2,102,156</b>	<b>\$ 118,946</b>	<b>\$ 2,221,102</b>
	<b>\$2,071,803</b>		<b>\$149,299</b>		<b>\$2,221,102</b>		

**ODC - Other Direct Costs**

**TRC Engineers, Inc.**  
**Gonzales River Road Bridge Superstructure Replacement Project**  
**Department of Public Works, Facilities and Parks**

County of Monterey			TRC ENGINEERS, INC												Project:																					
Gonzales River Road Bridge Superstructure Replacement Project			HOURS AND DESIGN WORKSHEET												###																					
			LABOR																																	
Task Description	SGQA Manager	SR. Project Manager	Project Engineer	SR. Project Engineer	SR. Project Engineer	SR. Project Engineer	SR. Project Engineer	SR. Project Engineer	SR. Project Engineer	SR. Project Engineer	SR. Project Engineer	SR. Project Engineer	SR. Project Engineer	Bridge Engineer II	Bridge Engineer I	Roadway Planner	Environmental Manager	Certified Ind. Hygienist	ISA Specialist	CADD Specialist	CADD Technician	Admin. Asst/U	Designee/	Designee/	Designee/	Designee/	Designee/	Designee/	Total Hrs	Total						
M. Christensen	M. Imbensen	C. Pinkerton	J. Conkin	C. Silva	A. Bedal	R. Yates	Negoro	M. Purchit	G. Angel	M. Beemn	D. Lai	L. Lin	TBD	TBD	G. Imbensen	A. Cardozza	T. Maechler																			
Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours					
<b>Phase 0 PROJECT MANAGEMENT</b>																																				
0.1 PROJECT MANAGEMENT	40	300	48	120	20																													628	\$173,080	
0.2 PROJECT INITIATIVES	12	100	14	12																														80	\$16,830	
0.3 COORDINATION MEETINGS	28	16	16	8																														84	\$16,480	
0.4 DESIGN REVIEW MEETINGS	28	16	20	10																														82	\$21,960	
0.5 CALTRANS LOCAL ASSISTANCE COORDINATION	28	56	14	44	16	8																											178	\$50,300		
<b>Phase I PRELIMINARY ENGINEERING AND REPORTS</b>																																				
1.1 DATA COLLECTION	4	12	2	2	4																													24	\$6,270	
1.2 GEOTECHNICAL INVESTIGATION (1.2A-1.2E)	8	80	4	4	8																													120	\$29,420	
1.3 FIELD SURVEYS AND BASE MAP TOPOGRAPHY	2	8	6	12																														36	\$7,930	
1.4 UTILITY MAP AND INVESTIGATION	16	28	48	44	46																												32	274	\$57,040	
1.5 PRELIMINARY RIGHT-OF-WAY ENGINEERING	19	20	24	24	16																												16	119	\$28,965	
1.6 HYDRAULICS REPORT/2D HYDRAULICS	16	14	6																															24	68	\$16,460
1.7 ENVIRONMENTAL DOCUMENTS																																				
1.7.A PROJECT INITIATION AND PROJECT DESCRIPTION																																			20	\$6,340
1.7.A.1 KICK-OFF MEETING WITH PROJECT TEAM/AGENCY SITE VISIT																																			264	\$73,260
1.7.A.2 COORDINATION WITH LOCAL SPONSOR AND COOPERATING AGENCIES																																				
1.7.A.3 PROJECT DESCRIPTION *																																				
1.7.B PREPARATION OF DRAFT TECHNICAL STUDIES *																																				
1.7.B.1 ENVIRONMENTAL STUDIES AND ASSESSMENTS (1.7.B.1-1.7.B.5)*																																				
1.7.B.6 HAZARDOUS MATERIALS/ISA VALIDATION																																			89	\$14,405
1.7.B.7 HYDROLOGY AND WATER QUALITY/POST-CON STORMWATER CONTROL PLAN	2	4	8	4	4	20																											118	\$22,900		
1.7.B.8 FLOODPLAIN EVALUATION, NOISE TASKS (1.7.B.8-1.7.B.9)*																																			14	\$4,020
1.7.B.9 VIA REVALIDATION	2	2	12	4																														207	\$52,100	
1.7.C REVISE DRAFT DOCUMENTS BASED ON COUNTY AND CALTRANS COMMENTS *																																				
1.7.D FINAL TECHNICAL STUDIES																																			56	\$10,210
1.7.E PREPARATION OF ADMINISTRATIVE DRAFT AND PUBLIC REVIEW DRAFT DOCUMENTS, RESPONSE TO COMMENTS*																																				
1.7.F FINAL ED/REVALIDATION																																			16	16
1.7.G PERMITTING/HMMP SUPPORT (1.7.G.1-1.7.G.4)																																			8	16
1.8 35% SUBMITTAL: PRELIMINARY DESIGN AND TYPE SELECTION	4	20	16	16	40																												12	4		
1.9 DEWATERING PLAN	4	2	8	4	8	8	24																									4	16	8		
<b>Phase II FINAL DESIGN</b>																																				
2.1 UNCHECKED DESIGN SUBMITTAL (65% PS&E)	16	32	216	40	140	140																										300	850	8		
2.1A 65% COMPLETE PLANS	16	8	16	12	12																												2966	\$457,640		
2.1B 65% SPECIFICATION LISTING	16	40	64	20	20	40																										64	\$17,780			
2.1C 65% CONSTRUCTION COST ESTIMATE	8	4	8	8	24	20																										188	\$34,920			
2.1D MEMORANDUM RESPONSE TO COMMENTS	4	8	4	8	8																											52	\$10,660			
2.2A 95% COMPLETE PLANS	16	16	124	20	100	120																									112	260				
2.2B 95% COMPLETE SPECIFICATIONS	104	40	64	20	20	40																									1656	\$288,180				
2.2C 95% CONSTRUCTION COST ESTIMATE	24	4	48	4	20	40																									328	\$18,900				
2.2D QUALITY ASSURANCE REVIEW	64	20	8	8	16																										366	\$62,620				
2.2E MEMORANDUM RESPONSE TO COMMENTS	8	6	16	4	8	12																									100	\$29,660				
2.3 FINAL DESIGN SUBMITTAL (100% PS&E)																																74	\$16,850			
2.3A 100% FINAL PLANS	12	12	32	8	24	48																									368	\$64,880				
2.3B MEMORANDUM RESPONSE TO COMMENTS	8	4	8	4	2	8																									54	\$11,930				
2.3C BID DOCUMENTS	62	32	52	20	8	16																								328	\$70,600					
2.4 BIDDING PERIOD SERVICES	16	16	28	10	22	16																								136	\$32,190					
<b>Phase IV SUPPLEMENTAL TASKS</b>																																				
4.1 PUBLIC OUTREACH																																	72	\$15,940		
4.2 BIODIVERSITY ASSESSMENT																																				
4.2.A-H SPECIAL STATUS PLANT AND ANIMAL SURVEYS*	4	8	12	1	3	8																									44	\$10,195				
4.3 FIELD SURVEYS AND BASE MAP TOPOGRAPHY (1.3)																																16	\$3,620			
4.5 REVEGETATION PS&E AND COORDINATION																																32	\$8,980			
4.6 UTILITY RELOCATION COORDINATION AND DOCUMENTATION (1.4)																																114	\$26,210			
<b>TOTAL FEE- SUPPLEMENTAL TASKS</b>	4	60	30	27	49	48	8																							278	\$64,945					
Basic	448	48	874	1164	567	600	684	24	858	892	500	712	712	26	1450	1250	1250	1250	1250	1250	1250	1250	1250	1250	1250	1250	1250	1250	1250	1250	9529	\$1,862,840				
Fee (Basic)	290.00	355.00	235.00	260.00	290.00	235.00	190.00	190.00	190.00	190.00	190.00	190.00	190.00	190.00	145.00	145.00	145.00	145.00	145.00	145.00	145.00	145.00	145.00	145.00	145.00	145.00	145.00	145.00	145.00	9807	\$1,927,785					
Fee (Supplements)	1160	2010	7800	7830	11515	9120	1520																										9807	\$1,927,785		
% of Total Hours/Classification	5%	9%	11%	6%	6%	7%	0%	9%	9%	5%	7%	0%	0%	0																						

## Notes

\* Notes tasks completed under previous Agreement No. A-1265

5% 7%

<b>Breakdown of Other ODCs</b>					
Mall	\$7		1	Mileage	\$1,116
Overnight mail	\$180		2	Lodging	\$1,600
Copies (8.5x11)	\$240		3	Per Diem	\$3,000
Copies (11x17)	\$120		4	Other ODCs	\$4,900
Prints (22x34)	\$353				
Miscellaneous	\$4,000				
Subtotal	\$4,000				

TBC Engineers, Inc

Gonzales River Road Bridge Superstructure Replacement Project  
Department of Public Works, Facilities and Parks

# EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

County of Monterey Gonzales River Road Bridge Replacement		LSA ASSOCIATES, INC HOURS AND DESIGN WORKSHEET																		
Task Description		LABOR														Total	Total			
		Principal - Pam Reading	Project Manager - Laurel Frakes	Associate Environmental Planner -	Environmental Planner -	Biology Principal -	Associate Biologist - Bo Gould	Wetland Biologist/Adviser Kelly McDonald	Cultural Resources Principal -	Cultural Resources Manager -	Water Quality Specialist -	Associate Noise Specialist -	GIS Specialist - Justin Roos	Senior Graphics Specialist - Matt Phillips	Word Processing Beverly Inloes	Total Hours	Total \$			
<b>Phase 0</b>	<b>PROJECT MANAGEMENT</b>																			
0.1	PROJECT MANAGEMENT																			
0.2	PROJECT INITIATION																			
0.3	COORDINATION MEETINGS																			
0.4	DESIGN REVIEW MEETINGS																			
0.5	CALTRANS LOCAL ASSISTANCE COORDINATION																			
<b>Phase I</b>	<b>PRELIMINARY ENGINEERING AND REPORTS</b>																			
1.1	DATA COLLECTION																			
1.2	GEOTECHNICAL INVESTIGATION (1.2A-1.2E)																			
1.3	FIELD SURVEYS AND BASE MAP TOPOGRAPHY																			
1.4	UTILITY MAP AND INVESTIGATION																			
1.5	PRELIMINARY RIGHT-OF-WAY ENGINEERING																			
1.6	HYDRAULICS REPORT/2D HYDRAULICS																			
1.7	ENVIRONMENTAL DOCUMENTS																			
1.7.A.1	KICK-OFF MEETING WITH PROJECT TEAM/AGENCY SITE VISIT																			
1.7.A.2	COORDINATION WITH RESPONSIBLE/COOPERATING AGENCIES																			
1.7.B	HAZARDOUS MATERIALS/ISA REVALIDATION																			
1.7.C	HYDROLOGY AND WATER QUALITY/POST-CON STORMWATER CONTROL PLAN																			
1.7.D	VIA REVALIDATION																			
1.7.E	FINAL TECHNICAL STUDIES																			
1.7.F	FINAL ED/REVALIDATION																			
1.7.G	PERMITTING/HMMP SUPPORT (1.7.G.1 - 1.7.G.4)	26	60					160	120							40	10	24	440	\$82,614
1.8	35% SUBMITTAL; PRELIMINARY DESIGN AND TYPE SELECTION																			
1.9	DEWATERING PLAN																			
<b>Phase II</b>	<b>FINAL DESIGN</b>																			
2.1	UNCHECKED DESIGN SUBMITTAL (65% PS&E)																			
2.1a	65% COMPLETE PLANS																			
2.1b	65% SPECIFICATION LISTING																			
2.1c	65% CONSTRUCTION COST ESTIMATE																			
2.1d	MEMORANDUM RESPONSE TO COMMENTS																			
2.2	CHECKED DESIGN SUBMITTAL (95% PS&E)																			
2.2a	95% COMPLETE PLANS																			
2.2b	95% COMPLETE SPECIFICATIONS																			
2.2c	95% CONSTRUCTION COST ESTIMATE																			
2.2d	QUALITY ASSURANCE REVIEW																			
2.2e	MEMORANDUM RESPONSE TO COMMENTS																			
2.3	FINAL DESIGN SUBMITTAL (100% PS&E)																			
2.3a	100% FINAL PLANS																			
2.3b	MEMORANDUM RESPONSE TO COMMENTS																			
2.3c	BID DOCUMENTS																			
2.4	BIDDING PERIOD SERVICES																			
<b>Phase III</b>	<b>CONSTRUCTION</b>																			
3.1	CONSTRUCTION SUPPORT																			
3.2	AS-BUILT PLANS																			
<b>Phase IV</b>	<b>SUPPLEMENTAL TASKS</b>																			
4.1	PUBLIC OUTREACH																			
4.2 A-H	SPECIAL STATUS PLANT AND ANIMAL SURVEYS																			
4.3	ALTERNATIVES ANALYSIS																			
4.4	FIELD SURVEYS AND BASE MAP TOPOGRAPHY (1.3)																			
4.5	REVEGETATION PS&E AND COORDINATION																			
4.6	UTILITY RELOCATION COORDINATION AND DOCUMENTATION (1.4)																			
4.7	VALUE ANALYSIS																			
TOTAL FEE- SUPPLEMENTAL TASKS		34	68					168	120							40	10	24	464	\$88,070
Loaded Billing Rate		275.00	202.00	150.00	100.00	190.00	205.00	126.00	190.00	135.00	185.00	155.00	247.00	180.00	156.00					
Fee (Basic)		9,350	13,736	-	-	-	34,440	15,120	-	-	-	-	9,880	1,800	3,744	464				\$88,070
Fee (Supplemental)																				
% of Total Hours by Classification		7%	15%					36%	26%							9%	2%	5%	100%	
Notes: BASIC TASK ODCS Reimbursables (copies of technical studies, IS/MND, presentation graphics) \$300 Permits USACE 404 \$5,000 Permits CDFW 1602 \$25,000 Permits RWQCB 401 - fees are based on acres of impacts \$30,000 Subtotal \$60,300																		ODC Subtotal \$60,300 Grand Total \$148,370		

TRC Engineers, Inc.  
Gonzales River Road Bridge Superstructure Replacement Project  
Department of Public Works, Facilities and Parks

## **EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS**

## Notes:

ODCs	Quantity	Rate	Unit	Total
Mileage		0.545	mile	
Encroachment Permit		No Fee	each	No Fee
Environmental Health Permit		700	each	
California Department of Fish & Wildlife Permit		1000	each	
Test Borings (Taber Drilling NonDBE)		140000	each	
Per Diem (Field Logger)		175	day	
Outside Drafting Services (LOTB)	1	1600	each	\$1,600
In-House Laboratory Tests		33000	each	
Outside Laboratory Tests		4500	each	
Site-Specific Seismic Analysis (OPTIONAL)		40000	each	\$40,000
ODC Subtotal				\$41,600
<b>Grand Total</b>				<b>\$79,107</b>

## **EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS**

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

County of Monterey Gonzales River Road Bridge Superstructure Replacement Project			WHITSON AND ASSOCIATES, INC. HOURS AND DESIGN WORKSHEET									
			LABOR									
Task Description			Principal R. Weber, PE LS	Licensed Land Surveyor C. Pugh, LS	Assoc. Engineer/ Surveyor TBD	Assist. Engineer/ Surveyor TBD	Field Survey Crew 2	Admin Support A. Tucker		Total Hours	Total \$	
1	Phase 0	PROJECT MANAGEMENT		Hours	Hours	Hours	Hours	Hours	Hours	Hours		
2	0.1	PROJECT MANAGEMENT										
3	0.2	PROJECT INITIATION										
4	0.3	COORDINATION MEETINGS										
5	0.4	DESIGN REVIEW MEETINGS										
6	0.5	CALTRANS LOCAL ASSISTANCE COORDINATION										
7	Phase I	PRELIMINARY ENGINEERING AND REPORTS										
8	1.1	DATA COLLECTION										
9	1.2	GEOTECHNICAL INVESTIGATION (1.2A-1.2E)										
10	1.3	FIELD SURVEYS AND BASE MAP TOPOGRAPHY	1	4	2	6	8	1	22	\$5,236		
11	1.4	UTILITY MAP AND INVESTIGATION		4		4	8	1	17	\$4,449		
12	1.5	PRELIMINARY RIGHT-OF-WAY ENGINEERING	1	12	14			1	28	\$3,873		
13	1.6	HYDRAULICS REPORT/2D HYDRAULICS										
14	1.7	ENVIRONMENTAL DOCUMENTS										
15												
16		KICK-OFF MEETING WITH PROJECT TEAM/AGENCY SITE VISIT										
17	1.7.A.1	COORDINATION WITH RESPONSIBLE/COOPERATING AGENCIES										
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24												
25	1.7.B	HAZARDOUS MATERIALS/ISA REVALIDATION										
26	1.7.C	HYDROLOGY AND WATER QUALITY/POST-CON STORMWATER CONTROL PLAN										
27												
28												
29	1.7.D	VIA REVALIDATION										
30	1.7.E	FINAL TECHNICAL STUDIES										
31												
32	1.7.F	FINAL ED/REVALIDATION										
33	1.7.G	PERMITTING/HMMP SUPPORT (1.7.G.1 - 1.7.G.4)										
34												
35		35% SUBMITTAL; PRELIMINARY DESIGN AND TYPE SELECTION										
36	1.8	DEWATERING PLAN										
37												
38	Phase II	FINAL DESIGN										
39	2.1	UNCHECKED DESIGN SUBMITTAL (65% PS&E)										
40	2.1a	65% COMPLETE PLANS										
41	2.1b	65% SPECIFICATION LISTING										
42	2.1c	65% CONSTRUCTION COST ESTIMATE										
43	2.1d	MEMORANDUM RESPONSE TO COMMENTS										
44	2.2	CHECKED DESIGN SUBMITTAL (95% PS&E)										
45	2.2a	95% COMPLETE PLANS										
46	2.2b	95% COMPLETE SPECIFICATIONS										
47	2.2c	95% CONSTRUCTION COST ESTIMATE										
48	2.2d	QUALITY ASSURANCE REVIEW										
49	2.2e	MEMORANDUM RESPONSE TO COMMENTS										
50	2.3	FINAL DESIGN SUBMITTAL (100% PS&E)										
51	2.3a	100% FINAL PLANS										
52	2.3b	MEMORANDUM RESPONSE TO COMMENTS										
53	2.3c	BID DOCUMENTS										
54	2.4	BIDDING PERIOD SERVICES										
55	Phase III	CONSTRUCTION										
56												
57	Phase IV	SUPPLEMENTAL TASKS										
58	4.1	PUBLIC OUTREACH										
59	4.2.A-H	SPECIAL STATUS PLANT AND ANIMAL SURVEYS										
60	4.3	ALTERNATIVES ANALYSIS										
61	4.4	FIELD SURVEYS AND BASE MAP TOPOGRAPHY (1.3)	1	4	2	6	8	1	22	\$5,236		
62	4.5	REVEGETATION PS&E AND COORDINATION										
63	4.6	UTILITY RELOCATION COORDINATION AND DOCUMENTATION (1.4)										
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## **EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS**

TRC ENGINEERS

## **FEE ESTIMATE WORKSHEET**

## County of Monterey

## **Gonzales River Road Bridge Replacement**

## Travel

From	Rancho Cordova						
To	Salinas						
# of people	2						
# of days	2		# of nights		8		
# of trips	4						
Airfare (round trips)	Rate	#	#				
Mileage	\$0.655	x	trips	x	people	=	\$0.00
Lodging	\$200.00	x	420 miles	x	trips	=	\$1,100.40
Per Diem	\$41.00	x	4 nights	x	people	=	\$1,600.00
Car rental		x	4 days	x	people	=	\$328.00
Miscellaneous Travel		x	days	x	people	=	\$0.00
			units	x	units	=	\$0.00
Total Travel							\$3,028.40

ODC's

	Rate	#		
Mail	\$0.60	x	12	pieces
Overnight mail	\$15.00	x	12	pieces
Copies (8.5x11)	\$0.08	x	3000	copies
Copies (11x17)	\$0.12	x	1000	prints
Prints (22x34)	\$2.50	x	141	prints
Mylars (22x34)	\$15.00	x	0	prints
Envir. Permits		x		by LSA
Miscellaneous	\$500.00	x	8	units
 Total ODC's				\$4,899.70

## Total Travel and ODC's

**\$7,928.10**

TRC Engineers, Inc.  
**Gonzales River Road Bridge Superstructure Replacement Project**  
**Department of Public Works, Facilities and Parks**

**EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS****TRC ENGINEERS, INC.****REVISED RATE SCHEDULE**

<b>LABOR RATES</b>				
<b>Personnel Classification/Year</b>		<b>2024</b>	<b>2025</b>	<b>2026</b>
Senior Project Manager		\$335.00	\$340.00	\$350.00
QA/QC Manager		\$290.00	\$300.00	\$310.00
Senior Project Engineer		\$290.00	\$300.00	\$310.00
Project Engineer		\$260.00	\$270.00	\$280.00
Senior Project Designer		\$235.00	\$240.00	\$250.00
Senior Roadway Engineer		\$190.00	\$190.00	\$195.00
Senior Bridge Engineer		\$190.00	\$190.00	\$195.00
Environmental Manager		\$190.00	\$190.00	\$195.00
Certified Industrial Hygienist		\$185.00	\$190.00	\$195.00
Senior Env. Planner		\$185.00	\$190.00	\$195.00
ISA Scientist		\$155.00	\$160.00	\$165.00
Bridge Engineer II		\$145.00	\$150.00	\$155.00
Bridge Engineer I		\$125.00	\$130.00	\$135.00
Roadway Engineer II		\$145.00	\$150.00	\$155.00
Roadway Engineer I		\$125.00	\$130.00	\$135.00
CADD Supervisor		\$160.00	\$165.00	\$170.00
CADD Technician		\$110.00	\$115.00	\$120.00
Desktop Publisher		\$ 90.00	\$ 90.00	\$ 95.00
Administrative Assistant		\$ 90.00	\$ 90.00	\$ 95.00

Rates indicated are effective from January 1 through December 31 of the listed year.

**DIRECT EXPENSE UNIT RATES**

Mileage: Calculated using current IRS Mileage Rate

Other direct costs including telephone, fax, reproduction, and postage will be billed at actual cost. Rental car and fuel may be used in place of mileage reimbursement where it is of benefit to the County.

For travel, lodging and meal reimbursement, Contractor shall receive compensation for travel expenses as per "Monterey County Travel and Business Expense Reimbursement Policy." A copy of the policy is available online at:

[http://www.co.monterey.ca.us/auditor/pdfs/County\\_Travel\\_Business\\_Expense\\_Policy\\_12-5-12.pdf](http://www.co.monterey.ca.us/auditor/pdfs/County_Travel_Business_Expense_Policy_12-5-12.pdf)

To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

Subconsultants will be billed at actual cost.

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

In compliance with the Caltrans approved LAPM, Exhibit 12-F for the Project which uses Federal Highway Administration (FHWA) funds, the CONTRACTOR (also referred to as "Consultant") will be required to comply with Federal Provisions. Federal Provisions, Exhibit B, attached hereto, shall be completed by CONTRACTOR (Consultant) and submitted to COUNTY (also referred to as "Local Agency") for approval prior to COUNTY (Local Agency) issuing a Notice to Proceed for the Project to CONTRACTOR (Consultant).

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

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

**Article I - Introduction**

- A. This AGREEMENT is between the following named, hereinafter referred to as, CONTRACTOR and the following named, hereinafter referred to as, COUNTY:

The name of the “CONTRACTOR” is as follows:

**TRC Engineers, Inc.**

**10680 White Rock Road, Suite 100**

**Rancho Cordova, California 95670**

Incorporated in the State of California

The Project Manager for the “CONTRACTOR” will be:

**Mark A. Imbriani, Vice President/Project Manager**

The name of the COUNTY is as follows:

County of Monterey

Department of Public Works, Facilities and Parks

1441 Schilling Place, South 2<sup>nd</sup> Floor

Salinas, CA 93901-4527

The Project Manager for COUNTY will be:

**José L. Gómez**

**1441 Schilling Place, South 2<sup>nd</sup> Floor**

**Salinas, California 93901-4527**

- B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONTRACTOR’s Cost Proposal dated (October 11, 2023). The approved CONTRACTOR’s Cost Proposal is included in Exhibit A – Scope of Services/Payment Provisions of this AGREEMENT, attached hereto and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- C. CONTRACTOR agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless COUNTY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys’ and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONTRACTOR, except such loss or damage which was caused by the sole negligence, or willful misconduct of COUNTY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.
- D. CONTRACTOR in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONTRACTOR (including CONTRACTOR’s employees) is an independent contractor, and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR’s assigned personnel shall not be entitled to any benefits payable to employees of COUNTY.
- E. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income

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

and employment tax purposes for any of CONTRACTOR's assigned personnel. CONTRACTOR, in the performance of its obligation hereunder, is only subject to the control or direction of the COUNTY as to the designation of tasks to be performed and the results to be accomplished.

- F. Any third-party person(s) employed by CONTRACTOR shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.
- G. Except as expressly authorized herein, CONTRACTOR's obligations under this AGREEMENT are not assignable or transferable, and CONTRACTOR shall not subcontract any work, without the prior written approval of the COUNTY. However, claims for money due or which become due to CONTRACTOR from COUNTY under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the COUNTY.
- H. CONTRACTOR shall be as fully responsible to the COUNTY for the negligent acts and omissions of its contractors and subconsultants or subcontractors, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONTRACTOR.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. The consideration to be paid to CONTRACTOR as provided herein, shall be in compensation for all of CONTRACTOR's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

**Article II Contractor's Reports or Meetings**

(Choose either Option 1 or Option 2)



(Option 1 – Use Paragraphs A & B below for standard AGREEMENT)

- A. CONTRACTOR shall submit progress reports at least once a month. The report should be sufficiently detailed for the COUNTY's 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 AGREEMENT.



(Option 2 – Use Paragraphs A & B below for ON-CALL AGREEMENTS)

- 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

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

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).

**Article III Statement of Work**

(Insert Appropriate Statement of Work including a Description of the Deliverables) *in the following sections. If a section does not apply to the AGREEMENT, state "Not Applicable to this AGREEMENT."*

A. CONTRACTOR Services

Not Applicable to this Agreement

Detail based on the services to be furnished should be provided by CONTRACTOR. Nature and extent should be verified in the negotiations to make precise statements to eliminate subsequent uncertainties and misunderstandings. Reference to the appropriate standards for design or other standards for work performance stipulated in CONTRACTOR AGREEMENT should be included. Describe acceptance criteria, and if the responsible CONTRACTOR/engineer shall sign all Plans, Specifications and Estimate (PS&E) and engineering data furnished under the AGREEMENT including registration number.

Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact (FONSI), or the Caltrans District Director signs the Record of Decision (see LADM Chapter 6: Environmental Procedures, and the Standard Environmental Reference).

B. Right of Way

Not Applicable to this Agreement

State whether Right of Way requirements to be determined and shown by CONTRACTOR, whether land surveys and computations with metes and bounds descriptions are to be made, and whether Right of Way parcel maps are to be furnished.

C. Surveys

Not Applicable to this Agreement

State whether or not the CONTRACTOR has the responsibility for performing preliminary or construction surveys.

D. Subsurface Investigations

Not Applicable to this Agreement

State specifically whether or not CONTRACTOR has the responsibility for making subsurface investigations. If borings or other specialized services are to be made by others under the supervision of CONTRACTOR, appropriate provisions are to be incorporated. Archaeological testing and data recovery guidance can be found in the Standard Environmental Reference.

E. COUNTY (LOCAL AGENCY) Obligations

Not Applicable to this Agreement

All data applicable to the project and in possession of COUNTY (local agency), another agency, or government agency that are to be made available to CONTRACTOR are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONTRACTOR are to be stated clearly.

F. Conferences, Site Visits, Inspection of Work

Not Applicable to this Agreement

This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the COUNTY, State, and/or FHWA. Costs incurred by CONTRACTOR for meetings, subsequent to the initial meeting shall be included in the fee.

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

- G. Checking Shop Drawings  Not Applicable to this Agreement  
 For AGREEMENTS requiring the preparation of construction drawings, and make provision for checking shop drawings. Payment for checking shop drawings by CONTRACTOR is included in the AGREEMENT fee, or provision may be made for separate payment.
- H. CONTRACTOR Services During Construction  Not Applicable to this Agreement  
 The extent, if any of CONTRACTOR's services during the course of construction as material testing, construction surveys, etc., are specified in the AGREEMENT together with the method of payment for such services.
- I. Documentation and Schedules  Not Applicable to this Agreement  
 AGREEMENTS where appropriate, shall provide that CONTRACTOR document the results of the work to the satisfaction of COUNTY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.
- J. Deliverables and Number of Copies  Not Applicable to this Agreement  
 The number of copies or documents to be furnished such as reports, brochures, sets of plans, specifications, or Right of Way parcel maps *shall be specified*. Provision may be made for payment for additional copies.

**Article IV Performance Period**

*A time must be set for beginning and ending the work under the AGREEMENT. The time allowed for performing the work is specified; it should be reasonable for the kind and amount of services contemplated; and it is written into the AGREEMENT. If it is desirable that Critical Path Method (CPM) networks, or other types of schedules be prepared by CONTRACTOR, they should be identified and incorporated into the AGREEMENT.*

- A. This AGREEMENT shall go into effect on (March 1, 2024), contingent upon approval by COUNTY, and CONTRACTOR shall commence work after notification to proceed by COUNTY Contract Administrator. The AGREEMENT shall end on (February 28, 2027), unless extended by AGREEMENT amendment.
- B. CONTRACTOR is advised that any recommendation for AGREEMENT award is not binding on COUNTY until the AGREEMENT is fully executed and approved by COUNTY.

Use paragraph C below in addition to paragraphs A & B above for on-call AGREEMENTS. On-call AGREEMENTS shall be five (5) years maximum.

- 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 AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the AGREEMENT to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

**Article V Allowable Costs and Payments**

*(Choose either Option 1, 2, 3, or 4)*

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*(Option 1 - Use paragraphs A through J below for Cost-Plus-Fixed Fee AGREEMENTS. Use Exhibit 10-H1: Cost Proposal Format)*

- A. The method of payment for this AGREEMENT 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 AGREEMENT 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 AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by COUNTY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.
- B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONTRACTOR's agreement to the extension of the one (1)-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.
- C. In addition to the allowable incurred costs, COUNTY will pay CONTRACTOR a fixed fee of \$ 0.00. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT 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 Article III Statement of Work, COUNTY shall have the right to delay payment or terminate this AGREEMENT.
- G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.
- H. CONTRACTOR will be reimbursed, promptly according to California Regulations upon receipt by COUNTY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which 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 AGREEMENT number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased

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under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (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  
Department of Public Works, Facilities and Parks  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, CA 93901-4527  
Attn: Finance Division

- I. The total amount payable by COUNTY including the fixed fee shall not exceed \$\_\_\_\_\_.
- J. 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.

*(Option 2 - For Cost per Unit of Work AGREEMENTS, replace paragraphs A & B of Option 1 with the following paragraphs A, B, and C and re-letter the remaining paragraphs. Adjust as necessary for workspecific to your project. Use Exhibit 10-H3: 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 \$\_\_\_\_\_ per approved Cost Proposal. This rate shall be for a fully equipped vehicle(s) specified in Article III Statement of Work, as applicable the specified rate to be paid for equipment shall be, as listed in the approved Cost Proposal.
- C. The method of payment for this AGREEMENT, 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, unless additional reimbursement is provided for, by AGREEMENT 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 AGREEMENT is required; the actual costs reimbursable by COUNTY may be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," of this article shall not be exceeded unless authorized by AGREEMENT amendment.

*(Option 3 - Use paragraphs A through P for Specific Rates of Compensation Agreements [such as on-call Agreements]. This payment method shall only be used when it is not possible at the time of procurement to estimate the extent or duration of the work or to estimate costs with any reasonable degree of accuracy. The specific rates of compensation payment method should be limited to AGREEMENTS or components of*

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**AGREEMENTS for specialized or support type services where the CONTRACTOR is not in direct control of the number of hours worked, such as construction engineering and inspection. Use Exhibit 10-H2: Cost Proposal Format.**

- A. CONTRACTOR will be reimbursed for hours worked at the hourly rates specified in CONTRACTOR's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONTRACTOR will be reimbursed within thirty (30) calendar days upon receipt by COUNTY's Contract Administrator of itemized invoices in duplicate.
- B. In addition, CONTRACTOR will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved 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 AGREEMENT 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 approved Cost Proposal.

CONTRACTOR shall be responsible for any future adjustments to prevailing wage rates including but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.

- F. (COUNTY to include either (a) or (b) below; delete the other one (1))
  - (a) Reimbursement for transportation and subsistence costs shall not exceed State rates.
  - (b) Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. CONTRACTOR will be responsible for transportation and subsistence costs in excess of State rates.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONTRACTOR shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

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- 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 AGREEMENT 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 AGREEMENT.
- 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, within thirty (30) days upon receipt by COUNTY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) 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 AGREEMENT number, project title and Task Order number. Credits due COUNTY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONTRACTOR prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

County of Monterey  
Department of Public Works, Facilities and Parks  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, CA 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 AGREEMENT.
- 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 amendment.
- N. If 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 the language (or terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.
- P. The total amount payable by COUNTY for all Task Orders resulting from this AGREEMENT shall not exceed \$ It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

(Option 4 - Use paragraphs A through E below for lump sum AGREEMENTS. Use Exhibit 10-H1: CostProposal Format)

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- A. The method of payment for this AGREEMENT 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 III Statement of Work. No additional compensation will be paid to CONTRACTOR, unless there is a change in the scope of the work or 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 Article III Statement of Work, COUNTY shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.
- C. CONTRACTOR shall not commence performance of work or services until this AGREEMENT 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 AGREEMENT.
- D. CONTRACTOR will be reimbursed within thirty (30) days upon receipt by County's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which 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 approved Cost Proposal and shall reference this AGREEMENT 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. The final invoice must be submitted within sixty (60) calendar days after completion of CONTRACTOR's work unless a later date is approved by County. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

County of Monterey  
Department of Public Works, Facilities and Parks  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, CA 93901-4527  
Attn: Finance Division

- E. The total amount payable by COUNTY shall not exceed \$\_\_\_\_\_.

#### **Article VI Termination**

- A. This AGREEMENT may be terminated by COUNTY, provided that COUNTY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, COUNTY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings, and data estimates performed to that date, whether completed or not.
- B. COUNTY may temporarily suspend this AGREEMENT, at no additional cost to COUNTY, provided that CONTRACTOR is given written notice (delivered by certified mail, return receipt requested) of temporary

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suspension. If COUNTY gives such notice of temporary suspension, CONTRACTOR shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

- C. Notwithstanding any provisions of this AGREEMENT, CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this AGREEMENT by CONTRACTOR, and COUNTY may withhold any payments due to CONTRACTOR until such time as exact amount of damages, if any, due COUNTY from CONTRACTOR is determined.
- D. In the event of termination, CONTRACTOR shall be compensated as provided for in this AGREEMENT. Upon termination, COUNTY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings, and data estimates performed to that date, whether completed or not.

#### **Article VII Cost Principles and Administrative Requirements**

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

#### **Article VIII Retention of Records/Audit**

For the purpose of determining compliance with Government Code §8546.7, the CONTRACTOR, subcontractors, and COUNTY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT, including but not limited to, the costs of administering the AGREEMENT. All parties, including the CONTRACTOR's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. COUNTY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal Government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of CONTRACTOR, subcontractor and the CONTRACTOR's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

#### **Article IX Audit Review Procedures**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by COUNTY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONTRACTOR may request

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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 AGREEMENT.
- D. CONTRACTOR and subcontractor AGREEMENTS, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review, it is CONTRACTOR's responsibility to ensure federal, state, COUNTY or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by COUNTY Contract Administrator 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 AGREEMENT 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, COUNTY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONTRACTOR's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the 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 AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
  - 1. During IOAI's review of the ICR audit work papers created by the CONTRACTOR's independent CPA, IOAI 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 IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse the CONTRACTOR at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR, Part 31; GAGAS (Generally Accepted Government Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate

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- reimbursed will be ninety percent (90%) of the proposed rate.
- b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
  - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONTRACTOR to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONTRACTOR's and/or the independent CPA's revisions.
3. If the CONTRACTOR fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
4. CONTRACTOR may submit to COUNTY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA-audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of COUNTY; and, (3) IOAI has issued its final ICR review letter. The CONTRACTOR MUST SUBMIT ITS FINAL INVOICE TO COUNTY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between COUNTY and the CONTRACTOR, either as a prime or subcontractor, with the same fiscal period ICR.

#### **Article X Subcontracting**

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the COUNTY and any subcontractor(s), and no subagreement shall relieve the CONTRACTOR of its responsibilities and obligations hereunder. The CONTRACTOR agrees to be as fully responsible to the 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 the CONTRACTOR. The CONTRACTOR's obligation to pay its subcontractor(s) is an independent obligation from the 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 shall be subcontracted without written authorization by COUNTY's Contract Administrator, except that, which is expressly identified in the CONTRACTOR's approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to subcontractors unless otherwise noted.
- D. CONTRACTOR shall pay its subcontractors within fifteen (15) calendar days from receipt of each payment made to the CONTRACTOR by the COUNTY.
- E. Any substitution of subcontractor(s) must be approved in writing by COUNTY's Contract Administrator in

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advance of assigning work to a substitute subcontractor(s).

**F. Prompt Progress Payment**

CONTRACTOR or subcontractor shall pay to any subcontractor, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONTRACTOR on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONTRACTOR or subcontractor to a subcontractor, CONTRACTOR or subcontractor may withhold no more than one hundred fifty percent (150%) of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of two percent (2%) percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

**G. Prompt Payment of Withheld Funds to subcontractors**

The COUNTY may hold retainage from CONTRACTOR and shall make prompt and regular incremental acceptances of portions, as determined by the COUNTY, of the contract work, and pay retainage to CONTRACTOR based on these acceptances. The COUNTY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONTRACTOR or subcontractor to a subcontractor. (Choose either Method 1, Method 2, or Method 3 below and delete the other two (2).)

**Method 1:** No retainage will be held by the COUNTY from progress payments due to CONTRACTOR. CONTRACTORS and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the COUNTY's prior written approval. Any violation of these provisions shall subject the violating CONTRACTOR or subcontractor to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

**Method 2:** No retainage will be held by the COUNTY from progress payments due to CONTRACTOR. Any retainage kept by CONTRACTOR or by a subcontractor must be paid in full to the earning subcontractor within fifteen (15) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the COUNTY's prior written approval. Any violation of these provisions shall subject the violating CONTRACTOR or subcontractor to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

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**Method 3:** The COUNTY shall hold retainage from CONTRACTOR and shall make prompt and regular incremental acceptances of portions, as determined by the COUNTY of the contract work and pay retainage to CONTRACTOR based on these acceptances. CONTRACTOR or subcontractor shall return all monies withheld in retention from all subcontractors within fifteen (15) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the COUNTY. Any delay or postponement of payment may take place only for good cause and with the COUNTY's prior written approval. Any violation of these provisions shall subject the violating CONTRACTOR or subcontractor to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors. Any violation of these provisions shall subject the violating CONTRACTOR or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR, deficient subcontract performance, or noncompliance by a subcontractor.

## Article XI Equipment Purchase and Other Capital Expenditures

- A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONTRACTOR enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$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 approved Cost Proposal and exceeding five thousand dollars (\$5,000) with prior authorization by COUNTY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
  1. 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 five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, 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.
  2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

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### **Article XII State Prevailing Wage Rates**

- A. No CONTRACTOR or subcontractor may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONTRACTOR shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at COUNTY construction sites, at COUNTY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve COUNTY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
  1. Each CONTRACTOR and subcontractor shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONTRACTOR or subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
    - a. The information contained in the payroll record is true and correct.
    - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
  2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONTRACTOR under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COUNTY representatives at all reasonable hours at the principal office of the CONTRACTOR. The CONTRACTOR shall provide copies of certified payrolls or permit inspection of its records as follows:
    - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
    - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made

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available for inspection or furnished upon request to a representative of COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONTRACTOR.

- c. The public shall not be given access to certified payroll records by the CONTRACTOR. The CONTRACTOR is required to forward any requests for certified payrolls to the COUNTY Contract Administrator by both email and regular mail on the business day following receipt of the request.
  - 3. Each CONTRACTOR shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
  - 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by COUNTY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONTRACTOR or subcontractor performing the work shall not be marked or obliterated.
  - 5. The CONTRACTOR shall inform COUNTY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
  - 6. The CONTRACTOR or subcontractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONTRACTOR or subcontractor fails to comply within the ten (10) day period, he or she shall, as a penalty to COUNTY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by COUNTY from payments then due. CONTRACTOR is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
- E. When prevailing wage rates apply, the CONTRACTOR is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the COUNTY Contract Administrator.
- F. Penalty
- 1. The CONTRACTOR and any of its subcontractor shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONTRACTOR and any Subcontractor shall forfeit to the COUNTY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the contract by the CONTRACTOR or by its subcontractor in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

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2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONTRACTOR or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the CONTRACTOR or subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the CONTRACTOR or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONTRACTOR or subcontractor had knowledge of the obligations under the Labor Code. The CONTRACTOR is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONTRACTOR or subcontractor.
4. If a worker employed by a subcontractor on a public works project is not paid the general prevailing per diem wages by the subcontractor, the prime CONTRACTOR of the project is not liable for the penalties described above unless the prime CONTRACTOR had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime CONTRACTOR fails to comply with all of the following requirements:
  - a. The AGREEMENT executed between the CONTRACTOR and the subcontractor for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
  - b. The CONTRACTOR shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees by periodic review of the certified payroll records of the subcontractor.
  - c. Upon becoming aware of the subcontractor's failure to pay the specified prevailing rate of wages to the subcontractor's workers, the CONTRACTOR shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
  - d. Prior to making final payment to the subcontractor for work performed on the public works project, the CONTRACTOR shall obtain an affidavit signed under penalty of perjury from the Subcontractor that the subcontractor had paid the specified general prevailing rate of per diem wages to the subcontractor's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, COUNTY shall notify the CONTRACTOR on a public works project within fifteen (15) calendar days of receipt of a complaint that a subcontractor has failed to pay workers the general prevailing rate of per diem wages.
6. If COUNTY determines that employees of a subcontractor were not paid the general prevailing rate of per diem wages and if COUNTY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONTRACTOR shall withhold an amount of moneys due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by COUNTY.

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**G. Hours of Labor**

Eight (8) hours labor constitutes a legal day's work. The CONTRACTOR shall forfeit, as a penalty to the COUNTY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONTRACTOR or any of its subcontractors for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

**H. Employment of Apprentices**

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

**Article XIII Conflict of Interest**

- A. During the term of this AGREEMENT, the CONTRACTOR shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this AGREEMENT, or any ensuing COUNTY construction project. The CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this AGREEMENT, or any ensuing COUNTY construction project, which will follow.
- B. CONTRACTOR certifies that it has disclosed to COUNTY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONTRACTOR agrees to advise COUNTY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT.

CONTRACTOR further agrees to complete any statements of economic interest if required by either COUNTY ordinance or State law.

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

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the control of the same persons, through joint ownership or otherwise.

**Article XIV Rebates, Kickbacks or Other Unlawful Consideration**

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

**Article XV Prohibition of Expenditure County, State, or Federal Funds for Lobbying**

(Include this article in all AGREEMENTS where federal funding will exceed \$150,000. If less than \$150,000 in federal funds will be expended on the AGREEMENT; delete this article and re-number subsequent articles.)

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 local, 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 or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this AGREEMENT, the 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 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000), for each such failure.
- C. The 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 subagreements, which exceed one hundred thousand dollars (\$100,000) and that all such subrecipients shall certify and disclose accordingly.

**Article XVI Non-Discrimination Clause and Statement of Compliance**

- A. The CONTRACTOR's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONTRACTOR has, unless exempt, complied with, the nondiscrimination program requirements of Government Code § 12990 and 2 CCR §8103.
- B. During the performance of this AGREEMENT, Contractor and its subcontractors shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status,

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nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

- C. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §11135-11139.5, and the regulations or standards adopted by COUNTY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONTRACTOR shall permit access by representatives of the Department of Fair Employment and Housing and the COUNTY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or COUNTY shall require to ascertain compliance with this clause.
- E. 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.
- F. CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONTRACTOR, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States 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.
- H. The CONTRACTOR, shall comply with regulations relative to non-discrimination in federally-assisted programs of the United States Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of subcontractors.
- I. CONTRACTOR, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the COUNTY components of the DBE Program Plan, CONTRACTOR, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

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**Article XVII Debarment and Suspension Certification**

A. The CONTRACTOR's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONTRACTOR or any person associated therewith in the capacity of owner, partner, director, officer, or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to COUNTY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government Excluded Parties List System (<https://sam.gov/content/home>) maintained by the United States General Services Administration are to be determined by FHWA.

**Article XVIII Disadvantaged Business Enterprises (DBE) Participation**

A. CONTRACTOR, subrecipient (COUNTY), or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The COUNTY shows a contract goal for DBEs. CONTRACTOR shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

CONTRACTOR shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONTRACTOR's responsibility to verify at the date of proposal opening that the DBE firm is certified as DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the Agreement. Additionally, the CONTRACTOR is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>

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

- One hundred percent (100 %) counts if the materials or supplies are obtained from a DBE manufacturer.

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

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

- B. The goal for DBE participation for this AGREEMENT – there is no DBE goal. Participation by DBE contractor or subcontractors shall be in accordance with information contained in Exhibit 10-02: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. 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. CONTRACTOR can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONTRACTOR must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONTRACTOR has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b)

CONTRACTOR, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. CONTRACTOR shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the 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 the recipient deems appropriate, which may include, but is not limited to:

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

E. Termination and Replacement of DBE Subcontractors

CONTRACTOR shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONTRACTOR or DBE Subcontractor obtains the COUNTY's written consent. CONTRACTOR shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the COUNTY. Unless the COUNTY's consent is provided, the CONTRACTOR shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.

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**Termination of DBE Subconsultants**

After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the COUNTY:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The COUNTY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the COUNTY's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the AGREEMENT.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the AGREEMENT.
11. The COUNTY determines other documented good cause.

CONTRACTOR must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONTRACTOR's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the COUNTY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONTRACTOR and the COUNTY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within five (5) business days, CONTRACTOR may move forward with the request as if the DBE had agreed to CONTRACTOR's written notice.
3. Submit CONTRACTOR's DBE termination request by written letter to the COUNTY and include:
  - One or more above listed justifiable reasons along with supporting documentation.
  - CONTRACTOR's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONTRACTOR's written notice.
  - The DBE's response to CONTRACTOR's written notice, if received. If a written response was not provided, provide a statement to that effect.

The COUNTY shall respond in writing to CONTRACTOR's DBE termination request within five (5) business days.

**Replacement of DBE Subcontractors**

After receiving the COUNTY'S written authorization of DBE termination request, CONTRACTOR must obtain the COUNTY'S written agreement for DBE replacement. CONTRACTOR must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

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The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the COUNTY which must include:
  - a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
  - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
    - Description of scope of work and cost proposal
    - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
    - Revised Exhibit 10-O2: Consultant Contract DBE Commitment
2. If CONTRACTOR has not identified a DBE replacement firm, submits documentation of CONTRACTOR's GFEs to use DBE replacement firms within seven (7) days of COUNTY's authorization to terminate the DBE. CONTRACTOR may request the COUNTY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
  - Search results of certified DBEs available to perform the original DBE work identified and or other work CONTRACTOR had intended to self-perform, to the extent needed to meet DBE commitment
  - Solicitations of DBEs for performance of work identified
  - Correspondence with interested DBEs that may have included contract details and requirements
  - Negotiation efforts with DBEs that reflect why an agreement was not reached
  - If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
  - Copies of each DBE's and non-DBE's price quotes for work identified, as the COUNTY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
  - Additional documentation that supports CONTRACTOR's GFE

The COUNTY shall respond in writing to CONTRACTOR's DBE replacement request within five (5) business days.

#### F. Commitment and Utilization

The COUNTY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization. The COUNTY shall request CONTRACTOR to:

1. Notify the COUNTY's Contract Administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
  - Name and business address of each First-Tier subcontractor
  - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
  - Date of payment and total amount paid to each business (see Exhibit 9-F *Monthly Disadvantaged Business Enterprise Payment*)

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

If a DBE is decertified before completing its work, the DBE must notify CONTRACTOR in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONTRACTOR in writing of the certification date. CONTRACTOR shall submit the notifications to the COUNTY. On work completion, CONTRACTOR shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the COUNTY within thirty (30) days of contract acceptance.

Upon work completion, CONTRACTOR shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the COUNTY within ninety (90) days of AGREEMENT acceptance. The COUNTY will withhold ten thousand dollars (\$10,000) until the form is submitted. The COUNTY will release the withhold upon submission of the completed form.

In the COUNTY's reports of DBE participation to Caltrans, the COUNTY must display both commitments and attainments.

**G. COMMERCIALLY USEFUL FUNCTION**

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable), and paying for the material itself.

CONTRACTOR must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONTRACTOR must provide written notification to the COUNTY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the AGREEMENT. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the AGREEMENT, CONTRACTOR shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LPA 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

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CONTRACTOR must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the AGREEMENT using the LADM 9-J: DBE Commercially Useful Function Evaluation. CONTRACTOR must submit to the COUNTY these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

CONTRACTOR must notify the COUNTY immediately if they believe the DBE may not be performing a CUF.

The COUNTY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LADM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional COUNTY evaluations. The COUNTY must evaluate DBEs and their CUF performance throughout the duration of the AGREEMENT. The COUNTY will provide written notice to the CONTRACTOR and the DBE at least two (2) business days prior to any evaluation. The CONTRACTOR and the DBE must participate in the evaluation. Upon completing the evaluation, the COUNTY must share the evaluation results with the CONTRACTOR and the DBE. An evaluation could include items that must be remedied upon receipt. If the COUNTY determines the DBE is not performing a CUF, the CONTRACTOR must suspend performance of the noncompliant work.

CONTRACTOR and DBEs must submit any additional CUF related records and documents within five (5) business days of COUNTY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONTRACTOR and/or the COUNTY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONTRACTOR must immediately suspend performance of the noncompliant portion of the work. COUNTY may deny payment for the noncompliant portion of the work. COUNTY will ask the CONTRACTOR to submit a Corrective Action Plan (CAP) to the COUNTY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONTRACTOR will correct the noncompliance findings for the remaining portion of the DBE's work. COUNTY has five (5) days to review the CAP in conjunction with the CONTRACTOR's review. The CONTRACTOR must implement the CAP within five (5) days of the COUNTY's approval. The COUNTY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the AGREEMENT, CONTRACTOR may have good cause to request termination of the DBE.

H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work

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involved, it will be presumed that it is not performing a CUF.

- J. 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 contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subcontractor is decertified during the life of the AGREEMENT, 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 AGREEMENT, the subcontractor shall notify CONTRACTOR in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within thirty (30) calendar days.
- L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to [business.support.unit@dot.ca.gov](mailto:business.support.unit@dot.ca.gov) with a copy to local administering agencies.

For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONTRACTOR must now submit Exhibit 9-P to the COUNTY administering the contract. If the CONTRACTOR does not make any payments to subcontractors, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

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

#### Article XIX Insurance

(Choose either Option 1 or Option 2)

(Option 1 – For AGREEMENT 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 thirty (30) calendar 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 AGREEMENT are concerned.

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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 AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONTRACTOR agrees to provide at least thirty (30) calendar 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 AGREEMENT, 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 AGREEMENT upon occurrence of such event.

- (Option 2 – For AGREEMENTS 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 XX Funding Requirements**

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

#### **Article XXI Change in Terms**

- A. This AGREEMENT 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.
- 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 AGREEMENT without prior written approval by COUNTY's Contract Administrator.

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### **Article XXI Contingent Fee**

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

### **Article XXII Disputes**

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

(Choose either Option 1 or Option 2)

(Option 1- Use paragraphs A through C below for all AGREEMENTs without PS&E submittal)

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and \_\_\_\_\_, who may consider written or verbal information submitted by CONTRACTOR.
- B. Not later than thirty (30) calendar 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 AGREEMENT.

(Option 2 – Replace Paragraph B, above, with the following for AGREEMENTs requiring the submission of PS&E)

- B. Not later than thirty (30) calendar 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 XXIV Inspection of Work**

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

### **Article XXV 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

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at all times while working on the construction project site.

- B. Pursuant to the authority contained in Vehicle Code §591, 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.

(Add the following paragraph to all AGREEMENTS which may require trenching of five (5) feet or deeper)

- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §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 (5) feet or deeper.

**Article XXVI Ownership of Data**

- A. It is mutually agreed that all materials prepared by CONTRACTOR under this AGREEMENT shall become the property of COUNTY, and CONTRACTOR shall have no property right therein whatsoever. Immediately upon termination, COUNTY shall be entitled to, and CONTRACTOR shall deliver to COUNTY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONTRACTOR in performing this AGREEMENT which is not CONTRACTOR's privileged information, as defined by law, or CONTRACTOR's personnel information, along with all other property belonging exclusively to COUNTY which is in CONTRACTOR's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by COUNTY.

- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONTRACTOR hereunder to be work made for hire. CONTRACTOR acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of COUNTY without restriction or limitation upon its use or dissemination by COUNTY.

- C. Nothing herein shall constitute or be construed to be any representation by CONTRACTOR that the work product is suitable in any way for any other project except the one detailed in this AGREEMENT. Any reuse by COUNTY for another project or project location shall be at COUNTY's sole risk.

- 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.

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**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 AGREEMENT.
- 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 AGREEMENT in order to resolve the construction claims.

**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 in order to carry out this AGREEMENT, 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 AGREEMENT, 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 AGREEMENT, 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 subagreement entered into as a result of this AGREEMENT shall contain all of the provisions of this Article.

(For PS&E contracts, add paragraph F below, to paragraphs A through E above)

- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONTRACTOR to any entity other than COUNTY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONTRACTOR pursuant to performance of this AGREEMENT are confidential and CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of COUNTY or except by court order. If CONTRACTOR or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this AGREEMENT, COUNTY has the right to reimbursement and indemnity from CONTRACTOR for any damages caused by CONTRACTOR releasing the information, including, but not limited to, COUNTY's attorney's fees and

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disbursements, including without limitation experts' fees and disbursements.

**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 (2)-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 AGREEMENT record.

**Article XXXI Prompt Payment**

**A. PROMPT PAYMENT FROM LOCAL AGENCY TO CONTRACTOR**

The COUNTY shall make all project progress payments within 30 days after receipt of an undisputed and properly submitted payment request from CONTRACTOR. If COUNTY fails to pay promptly, the COUNTY shall pay interest to the CONTRACTOR, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the COUNTY shall act in accordance with both of the following:

- (1) The COUNTY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
- (2) The COUNTY must return any payment request deemed improper by the COUNTY to the CONTRACTOR as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

**B. PROMPT PAYMENT CERTIFICATION**

For projects awarded on or after September 1, 2023: the CONTRACTOR must now submit Exhibit 9-P to the COUNTY administering the AGREEMENT by the 15th of the month following the month of any payment(s). If the CONTRACTOR does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The COUNTY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The COUNTY must email a copy of Exhibit 9-P to [DBE.Forms@dot.ca.gov](mailto:DBE.Forms@dot.ca.gov) before the end of the month after receiving the Exhibit 9-P from the CONTRACTOR

**ARTICLE XXXII TITLE VI ASSURANCES**

**APPENDICES A-E of the TITLE VI ASSURANCES**

The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if applicable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the AGREEMENT.

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to COUNTY.

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The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the COUNTY with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.]

**APPENDIX A**

During the performance of this Agreement, the CONTRACTOR, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - ii. cancellation, termination or suspension of the Agreement, in whole or in part.

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- f. **Incorporation of Provisions:** CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

**APPENDIX B**  
**CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

**NOW THEREFORE**, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

**(HABENDUM CLAUSE)**

**TO HAVE AND TO HOLD** said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

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(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

**APPENDIX C**

**CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
  - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

**APPENDIX D**

**CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THEACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in

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compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

**APPENDIX E**

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the “CONSULTANT”) agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs,

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policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq.).

**ARTICLE XXXIII NOTIFICATION**

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONTRACTOR: **TRC Engineers, Inc.**

**Mark A. Imbriani, Vice President/Project Manager**  
**10680 White Rock Road, Suite 100**  
**Rancho Cordova, California 95670**

COUNTY: County of Monterey  
 Department of Public Works, Facilities and Parks

**José L. Gómez**  
 1441 Schilling Place, South 2<sup>nd</sup> Floor  
 Salinas, CA 93901-4527

**ARTICLE XXXIII AGREEMENT**

The two (2) parties to this AGREEMENT, who are the before named CONTRACTOR and the COUNTY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two (2) parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

**ARTICLE XXXIV SIGNATURES**

  
 (José L. Gómez )

FEB. 16, 2024

Date

DocuSigned by:  
  
 (Mark A. Imbriani, )  
 2/15/2024 | 2:37 PM PST  
 Date

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

**TRC ENGINEERS, INC.****COST PROPOSAL - BASIC SERVICES**

<b>PROJECT</b>	<b>County of Monterey</b>
	<b>Gonzales River Road Bridge Superstructure Replacement Project</b>
	-

**DIRECT LABOR**

<u>Employee</u>	<u>Function</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
M. Christensen	QC/QA Manager	452 @	\$104.98	\$47,453
M. Imbriani	Sr. Project Manager	934 @	\$121.27	\$113,271
C. Pinkerton	Project Engineer	1094 @	\$94.12	\$102,971
J. Conklin	Sr. Project Engineer	594 @	\$104.98	\$62,361
C. Silva	Sr. ProjectDesigner	649 @	\$85.07	\$55,213
A. Bedal	Sr. RoadwayEngineer	732 @	\$68.78	\$50,349
R. Yates	Sr. BridgeEngineer	32 @	\$68.78	\$2,201
K. Negoro	Sr. BridgeEngineer	858 @	\$68.78	\$59,016
M. Purohit	BridgeEngineer II	892 @	\$52.49	\$46,823
G. Angel	BridgeEngineer I	500 @	\$45.25	\$22,626
M. Beem/D. Lor	RoadwayEngineer I	732 @	\$45.25	\$33,124
L. Lin	EnvironmentalManager	26 @	\$68.78	\$1,788
TBD	Certified Ind.Hygenist	8 @	\$66.97	\$536
TBD	ISAScientist	60 @	\$56.11	\$3,367
G. Imbsen	CADDSupervisor	528 @	\$57.92	\$30,583
A. Cardoza	CADDTechnician	1422 @	\$39.82	\$56,626
T. Maechler	Admin. Asst/Desktop Publishing	294 @	\$32.58	\$9,579
0		0 @	\$0.00	\$0
0		0 @	\$0.00	\$0
0		0 @	\$0.00	\$0
0		0 @	\$0.00	\$0
Escalation Factor			0.0%	\$0

Total Direct Labor Costs	9,807	\$697,886
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**INDIRECT COSTS**

	Rate	Total
Overhead	151.12%	\$1,054,645.62
Total Indirect Costs		\$1,054,646

**OTHER DIRECT COSTS**

	Quantity	Per Unit	Total
Airfare (round trips)	0	\$0.000	\$0
Mileage	1680	\$0.655	\$1,100
Lodging	8	\$200.000	\$1,600
Per Diem	8	\$41.000	\$328
Car rental	0	\$0.000	\$0
Miscellaneous Travel	0	\$0.000	\$0
Mail	12	\$0.60	\$7
Overnight mail	12	\$15.00	\$180
Copies (8.5x11)	3000	\$0.08	\$240
Copies (11x17)	1000	\$0.12	\$120
Prints (22x34)	141	\$2.50	\$353
Mylars (22x34)	0	\$15.00	\$0
Envir. Permits	0	\$0.00	\$0
Miscellaneous	8.0	\$500.00	\$4,000
Total Other Costs			\$7,928

FEE (Profit)	10%	\$175,253
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**SUBCONTRACTOR COSTS (detailed cost estimate attached)**

LSA	\$148,370
Crawford-Taber	\$79,107
HDR	\$30,480
Whitson	\$27,432
	\$285,389

TOTAL COST		\$2,221,102
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## EXHIBIT 10-H1 COST PROPOSAL PAGE 1 OF 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

 Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant LSA Associates, Inc.

Project No.

Contract No.

Date 11/15/2023

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal in Charge*	Pam Reading	34	\$75.31	\$2,560.54
Project Manager*	Laurel Frakes	68	\$55.45	\$3,770.60
Wetland Biologist/Arborist	Kelly McDonald	120	\$34.53	\$4,143.60
GIS Specialist		40	\$49.08	\$1,963.20
Senior Graphics Specialist -	Matt Phillips	10	\$49.42	\$494.20
Word Processing	Beverly Inloes	24	\$42.74	\$1,025.76
Associate Biologist		168	\$56.02	\$9,411.36

**LABOR COSTS**

Total Hours: 464

a) Subtotal Direct Labor Costs \$23,369.26b) Anticipated Salary Increases (see page 2 for calculation) \$58.42c) **TOTAL DIRECT LABOR COSTS [(a) + (b)] \$23,427.68****INDIRECT COSTS**d) Fringe Benefits (Rate: 108.53%) e) Total Fringe Benefits [(c) x (d)] \$25,426.06f) Overhead & G&A (Rate: 133.09%) g) Overhead [(c) x (f)] \$31,179.90h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] \$0.00j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$56,605.97****FIXED FEE**k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 10.00% ] \$8,003.37****l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
USACE Nationwide Permit 14 Notification Package	1	Cost	\$111.00	\$111.00
CDFW 1602 Notification Package	1	Cost	\$111.00	\$111.00
RWQCB Application Form and Package	1	Cost	\$111.00	\$111.00
Permit Fees	1	Cost	\$60,000.00	\$60,000.00

l) **TOTAL OTHER DIRECT COSTS \$60,333.00****m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**Subconsultant 1: n/a \$0.00  
\$0.00m) **TOTAL SUBCONSULTANTS' COSTS**n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$60,333.00****TOTAL COST [(c) + (j) + (k) + (n)] \$148,370**

## NOTES:

- Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

## EXHIBIT 10-H COST PROPOSAL PAGE 2 OF 3

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

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$23,369.26	464.00	=	\$50.36 Year 1 Avg Hourly Rate

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

Avg Hourly Rate	Proposed Escalation		
Year 1 \$50.36	+ 5%	=	\$52.88 Year 2 Avg Hourly Rate
Year 2 \$52.88	+ 5%	=	\$55.53 Year 3 Avg Hourly Rate
Year 3 \$55.53	+ 5%	=	\$58.30 Year 4 Avg Hourly Rate
Year 4 \$58.30	+ 5%	=	\$61.22 Year 5 Avg Hourly Rate

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

Estimated % Completed Each Year	Total Hours per Cost Proposal	Total Hours per Year	
Year 1 95.00%	464.0	= 440.8	Estimated Hours Year 1
Year 2 5.00%	464.0	= 23.2	Estimated Hours Year 2
Year 3 0.00%	464.0	= 0.0	Estimated Hours Year 3
Year 4 0.00%	464.0	= 0.0	Estimated Hours Year 4
Year 5 0.00%	464.0	= 0.0	Estimated Hours Year 5
Total 100%	Total	= 464.0	

## 4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

Avg Hourly Rate (calculated above)	Estimated hours (calculated above)	Cost per Year	
Year 1 \$50.36 *	440.8	= \$22,200.80	Estimated Hours Year 1
Year 2 \$52.88 *	23.2	= \$1,226.89	Estimated Hours Year 2
Year 3 \$55.53 *	0.0	= \$0.00	Estimated Hours Year 3
Year 4 \$58.30 *	0.0	= \$0.00	Estimated Hours Year 4
Year 5 \$61.22 *	0.0	= \$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation		= \$23,427.68	
Direct Labor Subtotal before Escalation		= \$23,369.26	
Estimated total of Direct Labor Salary Increase		= \$58.42	Transfer to Page 1

## NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.  
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

## EXHIBIT 10-H1 COST PROPOSAL PAGE 3 OF 3

**Certification of Direct Costs:**

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

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

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

**Prime Consultant or Subconsultant Certifying:**Name: Anthony PetrosTitle\*: CEOSignature: Anthony L PetrosDate of Certification (mm/dd/yyyy): 11/15/2023Email: tony.petros@lsa.netPhone Number: (949) 553-0666 Ext. 7268Address: 3210 El Camino Real, Suite 100, Irvine, California 92602

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

## List services the consultant is providing under the proposed contract:

Provide environmental consulting services for the Gonzales River Road Bridge project for the County of Monterey

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

Gonzales River Road Bridge Superstructure Replacement Project									1/4/2024			
 <b>Crawford &amp; Associates, Inc.</b> Geotechnical Engineering, Design and Construction Services		Principal *	Senior Project Manager *	Senior Engineer *	Project Engineer II	Project Engineer I	Staff Engineer / Drafter	Administrative Assistant	Hours per Task	Labor Cost per Task	Other Direct Costs	Total Cost per Task
Crawford & Associates, Inc. Tasks and Descriptions												
	Crawford Staff	Ben Crawford	Eric Nichols	Shawn Leyva	TBD	TBD	TBD	TBD				
	Initial Hourly Rate	\$67.59	\$56.81	\$46.52	\$39.38	\$36.25	\$31.00	\$25.25				
<b>Fringe Benefits</b>	88.29%	\$59.68	\$50.16	\$41.07	\$34.77	\$32.01	\$27.37	\$22.29				
<b>Overhead</b>	116.79%	\$78.94	\$66.35	\$54.33	\$45.99	\$42.34	\$36.20	\$29.49				
<b>G&amp;A</b>	20.00%	\$13.52	\$11.36	\$9.30	\$7.88	\$7.25	\$6.20	\$5.05				
<b>Fixed Fee</b>	10%	\$21.97	\$18.47	\$15.12	\$12.80	\$11.78	\$10.08	\$8.21				
	Hourly Rate	\$241.69	\$203.15	\$166.33	\$140.82	\$129.63	\$110.85	\$90.29				
<b>Phase I</b>	<b>PRELIMINARY ENGINEERING AND REPORTS</b>											
	Geotechnical Investigation	8.00	56.00	78.00	12.00	56.00	14.00	8.00	232.00	\$ 37,507	\$ -	
	Task 1 - Hours	8.00	56.00	78.00	12.00	56.00	14.00	8.00	232.00	\$ 37,507	\$ -	
	<b>Subtotal- Hours/Tasks</b>	<b>8.00</b>	<b>56.00</b>	<b>78.00</b>	<b>12.00</b>	<b>56.00</b>	<b>14.00</b>	<b>8.00</b>	<b>232.00</b>			
Overtime and Graveyard Charges May Apply (*) Indicates Key Staff (**) Indicates Prevailing Wage Classifications									<b>LABOR COST:</b>	\$ 37,507		
									<b>OTHER DIRECT COSTS:</b>	\$ 41,600		
									<b>ANTICIPATED SALARY INCREASE:</b>	\$ -		
									<b>TOTAL ESTIMATED FEE:</b>	\$ 79,107		

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

**COST PROPOSAL 1****COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**

Note: Mark-ups are Not Allowed

 Prime Consultant  Subconsultant  2nd Tier Subconsultant
Consultant Crawford & Associates, Inc.

Project No. \_\_\_\_\_

Contract No. \_\_\_\_\_

Date 1/4/2024Project Name Gonzales River Road Bridge Superstructure Replacement Project**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal *	Benjamin Crawford	8.0	\$67.59	\$ 540.72
Senior Project Manager *	Eric Nichols	56.0	\$56.81	\$ 3,181.36
Senior Engineer	Shawn Leyva	78.0	\$46.52	\$ 3,628.56
Project Engineer II	TBD	12.0	\$39.38	\$ 472.56
Project Engineer I	TBD	56.0	\$36.25	\$ 2,030.00
Staff Engineer / Drafter	TBD	14.0	\$31.00	\$ 434.00
Administrative Assistant	TBD	8.0	\$25.25	\$ 202.00

**232****LABOR COSTS**

a) Subtotal Direct Labor Costs	\$ 10,489.20
b) Anticipated Salary Increases (see page 2 for calculation)	<u>\$ 0.00</u>

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 10,489.20**INDIRECT COSTS**

d) Fringe Benefits	Rate: <u>88.29%</u>	e) Total Fringe Benefits [(c) x (d)]	\$ 9,260.90
f) Overhead	Rate: <u>116.79%</u>	g) Overhead [(c) x (f)]	\$ 12,250.00
h) General & Administrative	Rate: <u>20.00%</u>	i) Gen & Admin [(c) x (h)]	\$ 2,097.00

**Combined ICR %:** 225.08%j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ 23,607.90

<b>FIXED FEE</b>	<b>k) TOTAL FIXED FEE [(c) + (j)] x fixed fee</b>	<u>10% ]</u>	<u>\$ 3,409.71</u>
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**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	0	Mile	\$ 0.655	\$ -
Encroachment Permit	0	Each	\$ -	\$ -
Environmental Health Permit	0	Each	\$ 700.00	\$ -
California Dept of Fish & Wildlife Permit	0	Each	\$ 1,000.00	\$ -
Test of Borings (Taber Drilling)	0	Each	\$ 140,000.00	\$ -
Per Diem (Field Logger)	0	Day	\$ 175.00	\$ -
Outside Drafting Services (LOTB)	1	Each	\$ 1,600.00	\$ 1,600.00
In-House Laboratory Tests	0	Each	\$ 33,000.00	\$ -
Outside Laboratory Tests	0	Each	\$ 4,500.00	\$ -
Site Specific Analysis (OPTIONAL)	1	Each	\$ 40,000.00	\$ 40,000.00

**\$ 41,600.00****m) SUBCONSULTANT'S COSTS (Add additional pages if necessary)**

Subconsultant 1:	\$ -
Subconsultant 2:	\$ -
<b>m) TOTAL SUBCONSULTANT'S COSTS</b>	<b><u>\$ -</u></b>

<b>n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]</b>	<b><u>\$ 41,600</u></b>
<b>TOTAL COST [(c) + (j) + (k) + (n)]</b>	<b><u>\$ 79,107</u></b>

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

**COST PROPOSAL 1**

**CALCULATIONS FOR ANTICIPATED SALARY INCREASE**

**1. Calculate Average Hourly Rate for 1st Year of the Contract (Direct labor subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$10,489.20	232	<b>45.21</b>	Year 1 Avg Hourly Rate

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

Avg Hourly Rate	Proposed Escalation				
Year 1 \$45.21	+ 5.0%	=	\$47.47	Year 2 Avg Hourly Rate	
Year 2 \$47.47	+ 5.0%	=	\$49.85	Year 3 Avg Hourly Rate	
Year 3 \$49.85	+ 5.0%	=	\$52.34	Year 4 Avg Hourly Rate	
Year 4 \$52.34	+ 5.0%	=	\$54.96	Year 5 Avg Hourly Rate	

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

Estimated % Completed Each Year	Total Hours per Cost Proposal	Total Hours per Year	
Year 1 100%	232	232.00	Est Hours Year 1
Year 2 0%	232	0.00	Est Hours Year 2
Year 3 0%	232	0.00	Est Hours Year 3
Year 4 0%	232	0.00	Est Hours Year 4
Year 5 0%	232	0.00	Est Hours Year 5
Total 100%	Total	232.00	

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

Avg Hourly Rate (calculated above)	Estimated hours (calculated above)	Cost per Year	
Year 1 \$45.21	232	\$10,489.20	Est Hours Year 1
Year 2 \$47.47	0	\$0.00	Est Hours Year 2
Year 3 \$49.85	0	\$0.00	Est Hours Year 3
Year 4 \$52.34	0	\$0.00	Est Hours Year 4
Year 5 \$54.96	0	\$0.00	Est Hours Year 5
	Total Direct Labor Cost with Escalation	\$10,489.20	
	Direct Labor Subtotal before Escalation	\$10,489.20	
	<b>Estimated Total of Direct Labor Salary Increase</b>	<b>\$0.00</b>	(Transfers to Page 1)

**NOTES:**

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 years = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT B – FEDERAL PROVISIONS  
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**COST PROPOSAL 1****CERTIFICATION OF DIRECT COSTS**

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

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

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

**Prime Consultant or Subconsultant Certifying:**Name: Benjamin D. CrawfordTitle \*: PresidentSignature : Date of Certification: 1/4/2024Email: [ben.crawford@crawford-inc.com](mailto:ben.crawford@crawford-inc.com)Phone Number: (916) 455-4225Address: Crawford & Associates, Inc., 4701 Freeport Blvd., Sacramento, CA 95822

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

List services the consultant is providing under the proposed contract:

**Geotechnical Engineering Services**

EXHIBIT B – FEDERAL PROVISIONS  
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

## EXHIBIT 10-H1 COST PROPOSAL

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

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

 Prime Consultant  Subconsultant  2<sup>nd</sup> Tier Subconsultant

Consultant:

HDR

Project No.:

Gonzales River Road Bridge Superstructure Replacement project

Contract No.:

TBD

Date: 1/10/2024

## DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual Hourly Rate	Total
Principal Engineer	TBD	\$105 - \$140	4	\$ 133.71	\$ 534.84
Supervising Engineer	TBD	\$90 - \$115	16	\$ 103.00	\$ 1,648.00
Senior Engineer	TBD	\$50 - \$95	12	\$ 88.48	\$ 1,061.76
Associate Engineer	TBD	\$40 - \$70	80	\$ 47.70	\$ 3,816.00
Staff Engineer	TBD	\$30 - \$55	48	\$ 41.80	\$ 2,006.40
Senior Technician	TBD	\$40 - \$65	24	\$ 47.83	\$ 1,147.92
Clerical/Tech Editor	TBD	\$30 - \$65	4	\$ 40.97	\$ 163.88
Project Accountant	TBD	\$30 - \$65	2	\$ 48.07	\$ 96.14
Project Coordinator	TBD	\$30 - \$65	2	\$ 36.34	\$ 72.68

## LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 10,547.62
b) Anticipated Salary Increases (see page 2)	\$ 52.74
c) <b>TOTAL DIRECT LABOR COSTS [(a) + (b)]</b>	<b>\$ 10,600.36</b>

## INDIRECT COSTS

d) Fringe Benefits Rate:	0.00%	e) Total Fringe Benefits [(c) x (d)]	\$ -
f) Overhead Rate:	157.28%	g) Overhead [(c) x (f)]	\$ 16,672.25
h) General and Administrative Rate:	0.00%	i) Gen & Admin [(c) x (h)]	\$ -
		j) <b>TOTAL INDIRECT COSTS [(e) + (g) + (i)]</b>	<b>\$ 16,672.25</b>

FIXED FEE	k) <b>TOTAL FIXED FEE [(c) + (j)]</b>	x fixed fee	10.00%	\$ 2,727.26
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## l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit(s)	Unit Cost	Total
Travel/Mileage/Vehicle (supported by consultant actual costs)	420	Miles	\$ 0.670	\$ 281.40
Office Misc/Reproductions	4	EA	\$ 50.00	\$ 198.73

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

Subconsultant 1:	\$ -
m) <b>TOTAL SUBCONSULTANTS' COSTS</b>	<b>\$ -</b>

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$ 480.13**TOTAL COST [(c) + (j) + (k) + (n)]** \$ 30,480.00

## NOTES:

- Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

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

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

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

Direct Labor	Total Hours per	Avg	5 Year
<u>Subtotal per Cost</u>	Cost Proposal	Hourly	<u>Contract</u>
Proposal		Rate	<u>Duration</u>
\$10,547.62	192.0	=	54.94
			Year 1 Avg Hourly Rate

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

	Avg Hourly Rate	Proposed Escalation			
Year 1	\$54.94	+ 5%	=	\$57.68	Year 2 Avg Hourly Rate
Year 2	\$57.68	+ 5%	=	\$60.57	Year 3 Avg Hourly Rate
Year 3	\$60.57	+ 5%	=	\$63.59	Year 4 Avg Hourly Rate
Year 4	\$63.59	+ 5%	=	\$66.77	Year 5 Avg Hourly Rate

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

	Estimated % Completed	Total Hours per Cost	Total Hours per	
	Each Year	Proposal	Year	
Year 1	90.0%	* 192.00	= 172.80	Estimated Hours Year 1
Year 2	10.0%	* 192.00	= 19.20	Estimated Hours Year 2
Year 3	0.0%	* 192.00	= 0.00	Estimated Hours Year 3
Year 4	0.0%	* 192.00	= 0.00	Estimated Hours Year 4
Year 5	0.0%	* 192.00	= 0.00	Estimated Hours Year 5
Total	100%	Total	= 192.0	

## 4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)	Estimated hours (calculated above)	Cost per Year	
Year 1	\$54.94	* 172.80	= \$9,492.86	Estimated Hours Year 1
Year 2	\$57.68	* 19.20	= \$1,107.50	Estimated Hours Year 2
Year 3	\$60.57	* 0.00	= \$0.00	Estimated Hours Year 3
Year 4	\$63.59	* 0.00	= \$0.00	Estimated Hours Year 4
Year 5	\$66.77	* 0.00	= \$0.00	Estimated Hours Year 5
		Total Direct Labor Cost with Escalation	= \$10,600.36	
		Direct Labor Subtotal before Escalation	= \$10,547.62	
		<i>Estimated total of Direct Labor Salary Increase</i>	= <i>\$52.74</i>	<i>Transfer to Page 1</i>

## NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.  
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

## EXHIBIT 10-H1 COST PROPOSAL

Page 3 of 3

**Certification of Direct Costs:**

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

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

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

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

**Prime Consultant or Subconsultant Certifying:**Name: Vikrant SanghaiTitle: Vice PresidentSignature: Date of Certification (mm/dd/yyyy): 01/15/2024Email: Vikrant.Sanghai@hdrinc.comPhone Number: 925-465-2700Address: HDR Engineering, Inc. 3003 Oak Road, Suite 500, Walnut Creek, CA 94596

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

**List services the consultant is providing under the proposed contract:**

Hydraulic/Scour Services

## Exhibit 10-H1 Cost Proposal

## **Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price Contracts**

(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

## Prime Consultant

Subconsultant

### 2nd Tier Subconsultant

Consultant Whitson and Associates, Inc. dba Whitson Engineers

## Gonzales River Road Bridge Superstructure Replacement

Project No. Project Contract No. Date 1/4/2024

## **DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Richard Weber	3.0	\$145.00	\$435.00
Land Surveyor	TBD	24.0	\$63.00	\$1,512.00
Associate Surveyor	TBD	18.0	\$43.00	\$774.00
Assistant Surveyor	TBD	16.0	\$42.00	\$672.00
2 Person Survey Crew	DIR Chief of Party + Rodman Rate	24.0	\$164.21	\$3,941.04
Administration	Adam Tucker	4.0	\$46.50	\$186.00

## LABOR COSTS

a) Subtotal Direct Labor Costs \$ 7,520.04

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

c) **Total Direct Labor Costs [(a) + (b)]** \$ 7,520.04

## INDIRECT COSTS

d) Fringe Benefits	( Rate: <u>29.34%</u> )	e) Total Fringe Benefits [(c) x (d)] \$ 2,206.38
f) Overhead	( Rate: <u>38.86%</u> )	g) Overhead [(c) x (f)] \$ 2,922.29
h) General and Administrative	( Rate: <u>59.00%</u> )	i) Gen & Admin [(c) x (h)] \$ 4,436.82
		j) <b>Total Indirect Costs</b> [(e) + (g) + (i)] \$ 9,565.49

## FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j)]\* fixed fee      10%      ]    \$    **1,708.55**

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

Description of Item	Quatity	Unit	Unit Cost	Total
Potholing				\$ 8,638.00
			\$0.00	\$ -
			\$0.00	\$ -

**1) TOTAL OTHER DIRECT COSTS \$ 8,638.00**

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

### Subconsultant 1:

§

(m) TOTAL SUBCONSULTANTS' COSTS \$ -

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 8,638.00  
 TOTAL COST [(c) + (j) + (k) + (n)] \$ 27,432.08

**Exhibit 10-H1 Cost Proposal**
**Actual Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price Contracts**  
(Calculations for Anticipated Salary Increases)

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

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$ 7,520.04	/ 89	= \$84.49	Year 1 Avg Hourly Rate

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

Avg Hourly Rate	Proposed Escalation		
Year 1 \$84.49	+	5%	= \$88.72 Year 2 Avg Hourly
Year 2 \$88.72	+	5%	= \$93.16 Year 3 Avg Hourly
Year 3 \$93.16	+	5%	= \$97.81 Year 4 Avg Hourly Rate
Year 4 \$97.81	+	5%	= \$102.70 Year 5 Avg Hourly Rate

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

Estimated % Completed Each Period	Total Hours per Cost Proposal	Total Hours per Period	
Year 1 100.00%	*	89	= 89 Estimated Hours Year 1
Year 2 0.00%	*	89	= 0 Estimated Hours Year 2
Year 3 0.00%	*	89	= 0 Estimated Hours Year 3
Year 4 0.00%	*	89	= 0 Estimated Hours Year 4
Year 5 0.00%	*	89	= 0 Estimated Hours Year 5
Total 100%	Total	= 89	

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

Avg Hourly Rate (calculated above)	Estimated Hours (calculated above)	Cost Per Period	
Year 1 \$84.49	*	\$7,562.29	Estimated Hours Year 1
Year 2 \$88.72	*	\$7,940.40	Estimated Hours Year 2
Year 3 \$93.16	*	\$0.00	Estimated Hours Year 3
Year 4 \$97.81	*	\$0.00	Estimated Hours Year 4
Year 5 \$102.70	*	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation	=	\$15,502.69	
Direct Labor Subtotal before escalation	=	\$7,520.04	
Estimated total of Direct Labor Salary Increase	=	\$7,982.65	Transfer to Page 1

**Exhibit 10-H1 Cost Proposal**

**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

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

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

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

**Prime Consultant or Subconsultant Certifying:**

Name:	<u>Kimberley Woltman</u>	Title*:	<u>CFO</u>
Signature:	<u>Kimberley Woltman</u>		
Email:	<u>kwoltman@whitsonengineers.com</u>		
Address:	<u>6 Harris Court, Monterey, CA 93940</u>		
	Date of Certification (mm/dd/yyyy): <u>01/02/24</u>		
	Phone Number: <u>831-649-5225</u>		

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

List services the consultant is providing under the proposed contract:

Land Surveying services

## EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: County of Monterey 2. Contract DBE Goal: None  
 3. Project Description: Gonzales River Road Bridge Replacement  
 4. Project Location: ON Gonzales River Road at the Salinas River  
 5. Consultant's Name: TRC Engineers, Inc. 6. Prime Certified DBE:  7. Total Contract Award Amount: \$2,221,102  
 8. Total Dollar Amount for ALL Subconsultants: \$ 285,389.00 9. Total Number of ALL Subconsultants: 4

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
		"No DBE Goal"	
<b>Local Agency to Complete this Section</b>		<b>14. TOTAL CLAIMED DBE PARTICIPATION</b>	\$ %
20. Local Agency Contract Number:	3853		
21. Federal-Aid Project Number:	BRLS-5944(098)		
22. Contract Execution Date:	10/26/2023		
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
23. Local Agency Representative's Signature <b>JOSE LUIS GOMEZ</b>	9/27/23	15. Preparer's Signature <b>Mark A. Imbriani, P.E.</b>	9/27/23
24. Date <u>(831) 755-4816</u>		16. Date <u>9162870841</u>	
25. Local Agency Representative's Name <b>PROJECT MANAGER III</b>	26. Phone	17. Preparer's Name <b>Vice President</b>	18. Phone
27. Local Agency Representative's Title		19. Preparer's Title	

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) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

## 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**  
**CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

**EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES**

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

<b>1. Type of Federal Action:</b>	<b>2. Status of Federal Action:</b>	<b>3. Report Type:</b>
<input checked="" 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	<input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<input checked="" type="checkbox"/> a. initial <input type="checkbox"/> b. material change
<b>For Material Change Only:</b> year _____ quarter _____ date of last report _____		
<b>4. Name and Address of Reporting Entity</b> <input checked="" type="checkbox"/> Prime-TRC <input type="checkbox"/> Subawardee Tier _____, if known		
<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b> <b>Congressional District, 20</b>		
<b>6. Federal Department/Agency:</b> FHWA		
<b>7. Federal Program Name/Description:</b> HBP <b>CFDA Number:</b> _____		
<b>8. Federal Action Number, if known:</b>  <b>10. Name and Address of Lobby Entity</b> (If individual, last name, first name, MI) N/A		
<b>11. Individuals Performing Services</b> (including address if different from No. 10) (last name, first name, MI)		
(attach Continuation Sheet(s) if necessary)		
<b>12. Amount of Payment (check all that apply)</b> \$ N/A _____ <input checked="" type="checkbox"/> actual <input checked="" type="checkbox"/> planned		
<b>14. Type of Payment (check all that apply)</b> <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 _____		
<b>13. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
<b>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:</b>  (attach Continuation Sheet(s) if necessary)		
<b>16. Continuation Sheet(s) attached:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>17.</b> Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: <u>Mark Imbriani</u> Print Name: Mark A. Imbriani _____ Title: Vice President _____ Telephone No.: 916-287-0841 Date: 11/10/2023		
Authorized for Local Reproduction Standard Form - LLL		
<b>Federal Use Only:</b>		

Standard Form LLL Rev. 04-28-06

**Distribution:** Orig- Local Agency Project Files

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

**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 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS**Cost Proposal Due Date 11/10/2023 PE/CEFederal-aid Project No(s). BRLS-5944(098) Bid Opening Date \_\_\_\_\_ CON

The County of Monterey established a Disadvantaged Business Enterprise (DBE) goal of 0.00% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

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

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

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

Publications	Dates of Advertisement
Direct phone calls to each firm	12/01/2015

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

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
WRECO-HDR	03/01/2015	10/31/2023
Parikh Consultants	03/01/2015	

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

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
Hydraulics	No	Hydraulics/Scour	\$ 30,480.00	1.37%
Geotechnical	Yes	Geotechnical	\$ 79,107.00	3.56%
	Pick			0.00%
	Pick			0.00%

- 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:

9/27/23

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

9/27/23

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

WRECO was a DBE when originally contracted. They have been recently purchased by a non-DBE firm, however their continued work on this project is necessary as they have performed a significant amount of prior work including preparing stamped engineering reports.

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

Not required by the contract.

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

Name of Agency/Organization

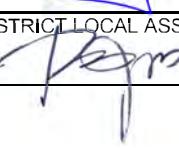
Method/Date of Contact

Results


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

Direct outreach was performed to each firm.

**Exhibit 12-F: Cost-Effectiveness / Public Interest Finding / A&E Noncompetitive**

<b>COST-EFFECTIVENESS / PUBLIC INTEREST FINDING for CONSTRUCTION CONTRACTS</b>			
<b>COST-EFFECTIVENESS DETERMINATION REQUIRED</b>	<b>PUBLIC INTEREST DETERMINATION REQUIRED</b>		
<input type="checkbox"/> Use of force account (23 CFR 635.204, 205)* <input type="checkbox"/> Use of publicly owned equipment (23 CFR 635.106) <input type="checkbox"/> Other*: _____	<input type="checkbox"/> Use of publicly furnished materials (23 CFR 635.407) <input type="checkbox"/> Use of contracting method other than competitive bidding (23 CFR 635.104/204)* <input type="checkbox"/> Use of mandatory borrow/disposal sites (23 CFR 635.407) <input type="checkbox"/> Advertising period less than 3 weeks (23 CFR 635.112)* <input type="checkbox"/> Other*: _____		
<small>* Requires Caltrans District approval</small>			
<b>NON-COMPETITIVE DETERMINATION for A&amp;E CONTRACTS</b>			
<input checked="" type="checkbox"/> Use of non-competitive negotiated consultant contracts (23 CFR 172.7) (a) (3)* <small>(Must select one of the limited circumstances)</small>	<small>MUST MEET ONE OF THE FOLLOWING LIMITED CIRCUMSTANCES:</small> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Service is available only from a single source</li> <li><input type="checkbox"/> There is an emergency which will not permit the time necessary to conduct competitive negotiations</li> <li><input type="checkbox"/> After solicitation of a number of sources, competition is determined to be Inadequate</li> </ul>		
<b>FEDERAL-AID PROJECT</b>	<b>CLASS OF FEDERAL FUNDS:</b> <input type="checkbox"/> IM <input type="checkbox"/> NH <input type="checkbox"/> STP <input checked="" type="checkbox"/> OTHER: <b>HBP</b>		
<b>ID</b>	<b>DIST-CO-RTE-PM</b>	<b>ESTIMATED COST</b>	<b>FEDERAL FUNDS</b>
BRLS 5944 (098)	05-MON-0-CNTY	\$2,197,251	\$1,945,226
<b>PROJECT SPECIFIC</b> <input checked="" type="checkbox"/>	<b>MULTIPLE PROJECTS</b> <input type="checkbox"/>	<b>REGIONAL/DISTRICTWIDE</b> <input type="checkbox"/>	<b>STATEWIDE</b> <input type="checkbox"/>
<b>GENERAL LOCATION</b>		<b>GENERAL DESCRIPTION OF WORK</b>	
Gonzales River Road Bridge over the Salinas River Bridge No. 44C0035 Monterey County		TRC Engineers, Inc. to continue to provide bridge design services for the Gonzales River Road Bridge Superstructure Replacement, County Bridge No. 309.	
<b>REASONS THAT REQUESTED APPROVAL IS CONSIDERED (STATE):</b>			
<p>On March 10, 2015, the County of Monterey (County) contracted with TRC Engineers, Inc. (TRC) for the design of the Gonzales River Road Bridge. TRC was awarded the contract, based on an RFP for on-call bridge design services. The contract expired on March 10, 2020, after a maximum 5-year on-call contract duration. The project experienced several lengthy delays due to difficulties with the Type Selection Process. The original Type Selection for a bridge rehabilitation scope was approved by Caltrans Structures Local Assistance (SLA) in 2016, and the consultant began preliminary design and environmental clearance efforts. In 2017 the Type Selection was rescinded by SLA and the County was directed to pursue replacement alternatives. After additional design and several years of coordination with SLA and Caltrans Highway Bridge Program Managers, the County was directed to once again pursue Type Selection for a bridge rehabilitation with a reduced width. The County received SLA Type Selection Concurrence for a bridge rehabilitation on 2022, but by that time the TRC contract has expired.</p> <p>Due to their extensive prior knowledge and significant progress to date on the design, TRC is the only qualified consultant to complete the work. The County requests approval of this A&amp;E noncompetitive determination so that work can resume on the project.</p>			
<b>REMARKS (STATE) :</b>			
<b>PREPARED/APPROVED BY LOCAL AGENCY'S REPRESENTATIVE</b> 	<b>REPRESENTATIVE NAME AND TITLE:</b> Jose L. Gomez - PM III		<b>Date:</b> August 23, 2023
<b>*APPROVED BY DISTRICT LOCAL ASSISTANCE ENGINEER (DLAE)</b> 	<b>DLAE NAME:</b> Reinie Jones		<b>Date:</b> 08/23/2023

Distribution: (1) Local Agency File - Original; (2) DLAE - Copy; (3) Caltrans Project Manager - Copy if on the SHS

**Exhibit 12-F: Cost-Effectiveness / Public Interest Finding / A&E Noncompetitive****Instructions**

1. Check appropriate box under "Cost-Effective Determination Required" or "Public Interest Determination Required" for [construction contracts](#). If "Use of non-competitive negotiated consultant contract" for A&E contracts is checked, select one of the limited circumstances provided.
2. Check "Class of Federal Funds" as follows: IM-Interstate Maintenance, NH-National Highway, STP State Transportation Program, Other (all other classes).
3. Provide the Federal-aid Project ID number in first column.
4. Identify Caltrans District-County-State Route-Post Mile, or City and street in second column.
5. List Estimated Cost of the portion of the project subject to this PIF.
6. List the amount of the Federal Funds in the portion of the project subject to this PIF.
7. Describe "General Location" applicable to this PIF.
8. Provide "General Description of Work" affected by this PIF.
9. Explain and give "Reasons that requested approval is considered to be cost-effective, in the public's best interest, or meet A&E noncompetitive procurement." Provide cost analysis or comparison as evidence of cost-effectiveness.
10. "Remarks" is for the Local Agency Representative preparing the Finding.
11. Signature, Name, and Title of Local Agency Representative preparing or approving PIF, as appropriate, and Date.
12. Signature and Name of District Local Assistance Engineer approving the PIF, as required, and Date.

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Edgewood Partners Ins. Center 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022</b>	CONTACT NAME: <b>Jerry Noyola</b>
	PHONE (A/C, No, Ext): <b>770-220-7699</b>
	FAX (A/C, No):
	E-MAIL ADDRESS: <b>greylingcerts@greyling.com</b>
	INSURER(S) AFFORDING COVERAGE
	INSURER A : <b>National Union Fire Ins Co of Pittsburg</b>
	19445
	INSURER B : <b>Allied World Assurance Co (U.S.) Inc.</b>
	19489
	INSURER C : <b>Gotham Insurance Company</b>
	25569
	INSURER D : <b>New Hampshire Insurance Company</b>
	23841
	INSURER E : <b>AIU Insurance Company</b>
	19399
	INSURER F : <b>Steadfast Insurance Company</b>
	26387

## COVERAGES

CERTIFICATE NUMBER: 23-24

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. <input type="checkbox"/>			GL5341999	04/01/2023	04/01/2024	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
							MED EXP (Any one person)	\$25,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED <input type="checkbox"/> AUTOS ONLY <input checked="" type="checkbox"/> HIRED <input type="checkbox"/> AUTOS ONLY	<input type="checkbox"/> SCHEDULED <input checked="" type="checkbox"/> AUTOS <input type="checkbox"/> NON-OWNED <input type="checkbox"/> AUTOS ONLY		CA4773667 (AOS) CA4773668 (MA)	04/01/2023 04/01/2023	04/01/2024 04/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
A							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		03127873 EX202300003211	04/01/2023 04/01/2023	04/01/2024 04/01/2024	EACH OCCURRENCE	\$9,000,000
C							AGGREGATE	\$9,000,000
								\$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION <input checked="" type="checkbox"/> AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE <input type="checkbox"/> OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> (Mandatory in NH) <input type="checkbox"/> If yes, describe under <input type="checkbox"/> DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y / N <input checked="" type="checkbox"/> N	N / A	WC022298274 (AOS) WC022298275 (CA)	04/01/2023 04/01/2023	04/01/2024 04/01/2024	<input checked="" type="checkbox"/> PER <input type="checkbox"/> STATUTE <input type="checkbox"/> OTHER	
E							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
F	<input checked="" type="checkbox"/> Prof. Liab. incl. <input checked="" type="checkbox"/> Poll. Liability			PEC019684307	04/01/2023	04/01/2024	Per Claim \$5,000,000 Aggregate \$5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Professional Services Agreement. The County of Monterey, its agents, officers & employees are named as

Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law.

## CERTIFICATE HOLDER

## CANCELLATION

County of Monterey 168 West Alisal Street 2nd Floor Salinas, CA 93901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>D. H. Collins</i>

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<b>ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.</b>	<b>PER THE CONTRACT OR AGREEMENT.</b>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II 6 Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED FOR  
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** TRC Engineers, Inc.; TRC Solutions, Inc.

**Endorsement Effective Date:** 04/01/2023

**SCHEDULE**

**Name Of Person(s) Or Organization(s):**  
AS REQUIRED PER WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1.

of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

## ENDORSEMENT

This endorsement, effective 12:01A.M. 04/01/2023

forms a part of

policy No. CA4773667 (AOS)

issued to TRC Companies LLC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSUREDS**

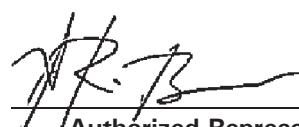
*This endorsement modifies insurance provided under the following:*

BUSINESS AUTO COVERAGE FORM

**Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c.,** is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



Authorized Representative or  
Countersignature (in States Where  
Applicable)

## BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/2023

forms a part of Policy No. WC022298274 (AOS)

Issued to TRC Engineers, Inc.; TRC Solutions, Inc.

By A I U INSURANCE COMPANY

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

[REDACTED]

WC 04 03 61  
(Ed. 11/90)

Countersigned by \_\_\_\_\_

Authorized Representative