

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

This Professional Services Agreement (“Agreement”) is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and: Quincy Engineering, 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 Monte Road Bridge Preventative Maintenance Painting Project

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 \$ 290,356.58.

3. **TERM OF AGREEMENT.** The term of this Agreement is from March 1, 2022 to February 28, 2025, 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 Revision to Paragraphs 8 and 11 and Addition of Paragraphs 16 and 17 to Agreement
- Exhibit D Incorporation of RFP #10771, Addendum No. 1 to RFP #10771, and Proposal Documents on file with the Department of Public Works, Facilities, & Parks

5. **PERFORMANCE STANDARDS.**

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

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

*Approved by County Board of Supervisors on _____.

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

6. PAYMENT CONDITIONS.

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

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

7. TERMINATION.

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

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

8. INDEMNIFICATION.

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

Please refer to Exhibit C of Agreement.

Contractor's Initials

2/15/2022 | 11:03 AM PST

Date
2/15/2022 | 11:05 AM PST

8.02 Indemnification for Design Professional Services Claims:

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

Contractor's Initials MS Date 2/15/2022 | 11:03 AM PST
Contractor's Initials SS Date 2/15/2022 | 11:05 AM PST

8.03 Indemnification for All Other Claims or Loss:

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

Contractor's Initials MS Date 2/15/2022 | 11:03 AM PST
Contractor's Initials SS Date 2/15/2022 | 11:05 AM PST

9.0 INSURANCE.

9.01 Evidence of Coverage:

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

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

9.02 Qualifying Insurers:

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

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

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

Modification (Justification attached; subject to approval).

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

Modification (Justification attached; subject to approval).

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

Modification (Justification attached; subject to approval).

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

Modification (Justification attached; subject to approval).

9.04 Other Insurance Requirements.

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

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

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

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

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

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

10. RECORDS AND CONFIDENTIALITY.

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

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

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

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

MK *SE*
Contractor's Initials

2/15/2022 | 11:03 AM P
Date 2/15/2022 |

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

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

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

FOR COUNTY:	FOR CONTRACTOR:
Dalia Mariscal-Martinez, Management Analyst III	Dace Morgan, P.E., Senior Engineer
Name and Title	Name and Title
1441 Schilling Place, South 2nd Floor Salinas, California 93901-4547	101 SW Main Street, Suite 1000 Portland, Oregon 97204
Address	Address
(831) 755-8966	(503) 836-3915
Phone	Phone

15. **MISCELLANEOUS PROVISIONS.**

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

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

This space is left blank, intentionally.

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

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹ by: _____
Mary Grace Perry, Deputy County Counsel

By: _____
County Counsel
Date: 2/15/2022 | 12:36 PM PST

Approved as to Fiscal Provisions² by: _____
Joey Nolasco

By: _____
Auditor/Controller
Date: 2/16/2022 | 12:02 PM PST

Approved as to Liability Provisions³ by: _____

By: _____
Risk Management
Date: _____

Quincy Engineering, Inc.
Contractor's Business Name*

By: _____
Mark L. Reno
(Signature of Chair, President, or Vice-President)*

Mark L. Reno, Vice President

Date: 2/15/2022 | 11:03 AM PST
Name and Title

By: _____
Shawn Goodpaster
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Shawn Goodpaster, Secretary

Date: 2/15/2022 | 11:05 AM PST
Name and Title

County Board of Supervisors' Agreement Number: _____.

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

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

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

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

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and
Quincy Engineering, Inc., hereinafter referred to as “CONTRACTOR”**

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

This detailed Scope of Services (scope) utilizes Tasks 1-11 as identified in Request for Proposals (RFP) #10771 and fully satisfies all scope requirements and deliverables for the Monte Road Bridge Preventative Maintenance Painting Project located in Monterey County, California (Project).

CONTRACTOR has generated task hours assuming that the Plans, Specifications and Estimate (PS&E) will be developed based on the recommendations within the Highway Bridge Program (HBP) Applications, discussions with County staff, and discussions with Caltrans District 5 Local Assistance. It is CONTRACTOR’s understanding that Caltrans has requested a field meeting on the Project to verify and confirm previous decisions that were made on the Preliminary Environmental Study (PES). Should the results of the field meeting or preliminary engineering result in a radically different project, an amendment to this Agreement may be required prior to final design. Per Addendum No. 1 to RFP #10771, construction management services are not included within this scope.

CONTRACTOR understands that County will require additional HBP funding to complete the PS&E for the Project. As such, CONTRACTOR has broken scope into three (3) phases that would be authorized separately. Phase 1 would include Task 1 through Task 4 and Phase 2, upon County authorization, would include Task 5 through Task 8. Phase 1 can be funded through current HBP programming. CONTRACTOR recommends that Phase 3, which would include Tasks 9 through Task 11, be deferred until County receives authorization to proceed with construction and that the fee for these tasks be included in construction support and not design to assist with budget constraints.

CONTRACTOR’s detailed scope for the Project is as follows:

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

PHASE 1 - PRELIMINARY ENGINEERING

TASK 1 - PROJECT INITIATION

Task 1.1 - Kick-off Meeting (Team)

CONTRACTOR's Team (Team) will attend a kick-off meeting to bring all stakeholders, including County, the Team, and Caltrans District 5 Local Assistance together to form a cooperative effort toward the timely completion of this Project. The kick-off meeting will include a field visit with Caltrans District 5 to review the Project scope and the PES.

This meeting will include a discussion of the Project goals, scope, impacts, construction methods and schedule and an approximate Area of Potential Impacts (API) map limits. Key action items from a field review with Caltrans, will be the identification of issues, scope of technical studies, approaches to the California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) compliance, and schedule for submittals will be documented in meeting summaries.

It is anticipated that representatives from County will participate in the kick-off meeting with CONTRACTOR, in addition to Caltrans representatives, to review other specific Project needs. CONTRACTOR assumes the kick-off meeting will be conducted in person and out in the field within one (1) day. CONTRACTOR's Project Manager (PM) and Project Engineer (PE) will attend the meeting. CONTRACTOR's Team's environmental task lead and hydraulics task lead will also attend the kick-off/field review meeting.

Task 1.2 - Establish Project Schedule (CONTRACTOR)

CONTRACTOR will develop a Microsoft Project schedule showing each task, start and end dates, and task duration. This schedule will be updated and coordinated with County throughout the Project as appropriate. County will be notified immediately of any problems that may adversely impact the project schedule.

Task 1 Deliverables:

- Kick-off Meeting
- Existing Information Review
- Schedule

TASK 2 - PROJECT MANAGEMENT

Task 2.1 - Project Management (CONTRACTOR)

CONTRACTOR's PM will coordinate between Team members to monitor and ensure progress, ensure adherence to the project schedule, ensure the proper resources are assigned to the Project, and communicate regularly with the CONTRACTOR's team members. Monthly invoices will be reviewed and sent to

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

County with a progress report on that month's work as well as progress towards overall schedule. CONTRACTOR has anticipated a twelve (12)-month schedule for this work.

Task 2.2 - Progress Meetings (Team and County)

CONTRACTOR will work with County to schedule and attend meetings, prepare agenda items, and compile Project meeting minutes for distribution. In addition to the kick-off and field review meetings, CONTRACTOR anticipates virtual team meetings at the completion of the 35%, 65%, and 95% design completion to review and address County comments. These will be supplemented by monthly conference calls as necessary to keep the County informed as to the Project status. Additional meetings, if necessary, will be added through scope amendments to the Agreement. A one (1)-hour duration per conference call for the PM and PE have been assumed each month and a two (2)-hour duration for comment review meetings has been assumed for the PM and PE. CONTRACTOR has assumed twelve (12) conference calls, and three (3) virtual meetings with County staff.

Task 2.3 - Assist County with State Administration Requirements (CONTRACTOR and County)

CONTRACTOR will prepare funding documents for the Request for Authorization (RFA) of upcoming phases of work. An E-76, formally called an "Authorization to Proceed" must be processed for federal authorization of funds to establish the reimbursement date for each phase of work. A separate E-76 RFA is required for preliminary engineering (PE), already obtained by County, right-of-way/utility relocation, and construction phases when federal funds are to be used in that phase of work. CONTRACTOR will also assist County with any revisions that may be necessary to receive additional approval or allocations for each phase of the Project, and keep County informed of upcoming documentation requirements. If needed, this could include revisions to the HBP funding through Exhibits 6A, 6B, and 6D. CONTRACTOR can also assist with special requests by Caltrans such as annual HBP surveys (typically sent out in August), or other program updates.

If the Project remains within County right-of-way, CONTRACTOR will complete the Right-of-Way Certification per Chapter 13 of the Caltrans Right-of-Way Manual based on no acquisitions or permanent utility relocations required.

Task 2 Deliverables:

- Project Management
- Progress Meetings (total of three (3) virtual, twelve (12) conference calls)
- Caltrans Local Assistance Coordination
- HBP Funding Authorizations
- Right-of-Way Certification for No Right-of-Way

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

TASK 3 - PRELIMINARY ENGINEERING

Task 3.1 - Surveys and Mapping (Whitson Engineers (Whitson), subcontractor to CONTRACTOR)

Whitson will perform the following surveying and mapping services:

- Planning and coordination to execute site survey necessary to design repairs for Project.
- Establish local site control using Global Navigation Satellite Systems (GNSS) survey methods. Project datum will be California State Plane Zone 4, North American Datum of 1983 (NAD 83) for horizontal control, and North American Vertical Datum of 1988 (NAVD 88) for vertical control. Coordinate values will be United States (U.S.) survey foot.
- Conduct a field survey sufficient to define County right-of-way, Caltrans right-of-way, and the railroad right-of-way. Conduct a limited topographic survey of the area indicated in CONTRACTOR's proposal, including spot grades and topo in the possible staging area and work access areas below the bridge; shots on bridge to define width, shots under bridge to define vertical work area under bridge.
- Provide CONTRACTOR with Computer-Aided Design (CAD) file in AutoCAD and PDF of the survey.
- Attend up to one (1) additional on-site meeting with client.
- Perform up to one (1) day of additional field surveying at a later date in support of repair efforts, together with associated drafting and preparation of an updated CAD base map.

Task 3.2 - Hydrologic/Hydraulic Studies (HDR|WRECO, subcontractor to CONTRACTOR)

HDR|WRECO will perform the hydrologic/hydraulic studies for the Project. The proposed approach is to only perform a simple and straightforward assessment without doing any detailed modeling studies.

HDR|WRECO will review available data, including previous studies, provided by County and the Project team. Key information to review will be the available hydrologic and hydraulic data for the Salinas River, County and Caltrans Bridge Inspection Reports, and maintenance records for the bridge site.

HDR|WRECO will conduct a field reconnaissance to assess the existing conditions in the vicinity of the Project site.

HDR|WRECO staff will spend time monitoring the water levels of the Project site.

HDR|WRECO's analyses will be based on review of historic conditions, operations at the Salinas Reservoir, streamflow, tidal cycle, and closure of the mouth of the Salinas River at the Pacific Ocean. This data review will be supplemented with a site visit to verify site assumptions. HDR|WRECO will ensure HDR|WRECO's analyses

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

can produce adequate data for the maintenance program-level repairs. Key recommendations will be made after work sessions with other Project team members.

Based on the nature of the work for this Project, no floodplain encroachments or impacts are anticipated. Even though the Project will not encroach on the floodplain, HDR|WRECO will still need to prepare the Location Hydraulic Study and Floodplain Encroachment Summary forms to document that there are no encroachments for NEPA clearance.

Task 3.3 - Advance Planning Studies (CONTRACTOR)

The scope of the bridge maintenance is painting the steel components of the superstructure of the existing bridge. Advance Planning Studies (APS) will be prepared and identify the locations of the painting work and will show concepts for the containment system to be supported from the existing bridge.

- One (1) Bridge Maintenance Plan APS Drawing
- One (1) Conceptual Detour Plan (maintain during construction activities on the bridge)

The APS will include:

- Types and limits of repair work including limits of paint replacement activities and necessary staging, access, and containment equipment and/or temporary structures required for CONTRACTOR to perform the repair work.
- Conceptual details required to illustrate the Project scope for environmental and Project funding documents and approval.
 - Temporary on-site traffic handling considerations to allow concurrent repair work on the bridge (reduced traffic widths, temporary signals, or flagging, etc.).
 - A description of the assumptions and impacts of the detour plan so that County can judge each alternative on its own merit
 - An “Engineer’s Opinion of Probable Construction Cost” for all repair work items.

These repair work items and maintenance work plan will be discussed with County as concepts. Draft drawings (Bridge Maintenance Plan APS Drawing and Conceptual Detour Plan) will be submitted for comment and approval by County.

Task 3.4.A - Preliminary Plans (CONTRACTOR)

Basis of Design

Prior to any design, CONTRACTOR will draft CONTRACTOR’s recommended design criteria for the Project site. Recommended design criteria items will include bridge design loadings and weights to be used by construction contractors to design a containment system and bridge design guidelines. This ensures that all design criteria are established and approved ahead of time so late criteria changes do not result in costly design changes or schedule delays.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Preliminary Detour Plans

Preliminary roadway design will focus on detour plan for all modes of transportation, including bicyclists.

Preliminary detour plans prepared for the Project will show a preferred detour route.

Preliminary Bridge Plans

Based on decisions from the field review meeting, preliminary engineering, and environmental impact assessments, the team will refine the APS prepared in Task 3.4. Different maintenance items previously considered and discussed with County will be finalized. The final preventive maintenance work items will be converted to general plans for County review and approval.

Task 3.4.B - Decision Documents (CONTRACTOR)

Bridge Evaluation/Bridge Preventive Maintenance Program (BPMP) Recommendation Memo

CONTRACTOR will prepare a decision document for the Project similar to a Type Selection Report. The document will provide a brief evaluation of the condition of the existing bridge and make recommendations for the BPMP measures that justify County's proposed work items and selected approach. It is currently anticipated that the scope of construction work for this bridge will involve complete removal and replacement of the failed bridge paint system. As part of this task, CONTRACTOR will complete a preliminary structural assessment of the existing bridge for its capacity to withstand loading for a containment system. CONTRACTOR has spoken with Caltrans District 5, and Caltrans is in agreement of this approach of a memorandum instead of a full Type Selection Report for the Project.

An "Engineer's Opinion of Probable Construction Cost" will be prepared and will include appropriate contingency factors for this level of design.

Task 3 Deliverables:

- Basis of Design
- Topographic Surveys & Right-of-Way Mapping
- Preliminary Detour Route
- Preliminary Detour Route Cost Estimates
- Bridge Advance Planning Studies
- Bridge Preliminary Structure Cost Estimates
- Draft Water Surface Elevation (WSE) Technical Memorandum (PDF)
- Final WSE Technical Memorandum (PDF)
- Draft Floodplain Evaluation Summary Technical Memorandum (PDF)
- Final Floodplain Evaluation Summary Technical Memorandum (PDF)

TASK 4 – ENVIRONMENTAL STUDIES

SWCA, Inc., subcontractor to CONTRACTOR, and HDR|WRECO will provide professional environmental services.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 4.1 - Prepare Project Description and Area of Potential Impacts (API) Map

Under this task, CONTRACTOR and SWCA, with input from County, will prepare a written Project Description that will identify the project purpose and need, project objectives major project elements, project location, and timing. This Project Description will meet the needs of both County (CEQA Lead Agency) and Caltrans (NEPA Lead Agency). This task will build upon the PES form and draft API map developed for the field review meeting.

The descriptions and purpose and need statements and API maps will be submitted to County in draft form for review and comment. After resolution of the comments, CONTRACTOR and SWCA will incorporate the final descriptions and purpose and need statements into the environmental document. Final drafts of these documents will be delivered to County for submittal to Caltrans District 5 for review and approval.

Task 4.2 - NEPA/CEQA Technical Studies

The PES form serves as the basis of determining the final scope of technical studies and requires confirmation by Caltrans and County (signature of the PES/API). The Team will revisit the PES during the kick-off meeting. Based on CONTRACTOR's understanding and experience with similar bridge maintenance projects, the technical studies identified below are what CONTRACTOR has assumed will be required.

CONTRACTOR's team will conduct field work in accordance with current laws and applicable regulations and typical professional practice to prepare an administrative draft of each technical study/report for County and Caltrans' review. Technical studies will be prepared to ensure consistency with Caltrans' Standard Environmental Reference and Environmental Handbooks. After revising the studies based on County and Caltrans comments, the reports will be included as appendices to the environmental document.

Task 4.2.1 - Traffic Memo

CONTRACTOR will address traffic impacts associated with Project constructed according to Caltrans requirement identified in the Standard Environmental Reference (SER). Result of the traffic impact analysis will be reported in a brief technical memorandum. Traffic operation will be assessed for all modes of transportation (including pedestrians, bicycles, and vehicular traffic).

This task does not include traffic counts or a detailed traffic analysis. A draft memorandum will be submitted to County for review and comment. A revised draft memorandum will be prepared following receipt of County comments and provided to County for submittal to Caltrans for review and comment. A final memorandum will be prepared upon receipt of Caltrans comments.

Task 4.2.2 - Noise Technical Memorandum

If it is determined that there are sensitive receptors within range, SWCA will prepare a Noise Technical Memorandum focusing on measures to reduce construction noise

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

impacts on noise-sensitive receptors. The Noise Technical Memorandum will include a discussion of sensitive noise receptors near the Project site, estimation of peak noise levels at the nearest receptors using the Roadway Construction Noise Model, and avoidance and minimization measures to reduce noise levels at these receptors.

Task 4.2.3 - Air Quality Technical Memorandum

The Project may generate short-term construction emissions resulting from ground disturbing activities (i.e., fugitive dust) and the use of diesel-fueled construction equipment. Air quality concerns related to the disturbance of potential hazardous substances within the existing structure or surrounding areas, such as asbestos and lead-based paint, are also possible. Long-term air quality would be affected due to the nature of the Project; however, if circulation patterns could be significantly affected by the additional bridge capacity, overall air quality effects should be considered.

SWCA will prepare a memorandum-style air quality/climate change memorandum meeting County and Caltrans standards. The memorandum will include a quantification of potential emissions resulting from construction activities through use of the most recent version of either the OFFROAD Model, ROADMod Model, or California Emissions Estimator Model (CalEEMod) modeling programs. The Project team will consult with the Air Pollution Control District to identify any potential exceedance of thresholds or potential inconsistencies with applicable policies or standards. The memorandum will discuss transportation conformity requirements on a regional level. A project-level carbon monoxide or particulate matter hot spot analysis is not required, as the Project area is in attainment for these pollutants.

Task 4.2.6 - Natural Environment Study – Minimal Impacts

A Natural Environment Study Minimal Impacts (NESMI) will be prepared by SWCA to describe the existing biological environment and how the Project may affect that environment. The NESMI shall include an assessment of the Biological Study Area (BSA). The NESMI will assess potential impacts to sensitive habitats, state and federal special status plant and animal species, and federally designated critical habitats. Comprehensive floristic surveys shall be conducted for potentially occurring special status plant species during the appropriate blooming periods. SWCA also assumes a focused bat survey would be necessary since Caltrans has identified roosting bats within joints of Highway 1 over Salinas River in years past. The results of these surveys shall be included in the NESMI, which will follow the latest template in the Caltrans SER.

Task 4.2.8 - Land Use and Community Impacts Memo

SWCA will provide a memorandum style Land Use and Community Impacts Assessment following relevant guidance in Volume 4 of the Caltrans SER, including, in particular, an evaluation of the social impacts that may occur as a result of changes in access, circulation, and parking. An analysis of temporary and long-term impacts on local businesses and residents will be conducted to determine potential effects associated with short-term construction activities (i.e., detours and construction noise)

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

and the anticipated permanent loss of parking within the project area as a result of the proposed Project. The memorandum will include an analysis of community cohesion and existing parking supplies and demands to evaluate the level of impact. The analysis will also consider the potential for secondary impacts associated with reduced parking capacity, including the potential loss of residential parking capacity in adjacent areas due to increased spill-over parking on project area side streets and the potential for delays or loss of access for emergency vehicles. The analysis of social impacts will include a discussion of any beneficial effects that would result from the proposed Project. SWCA will develop appropriate mitigation measures, as necessary, to reduce impacts through consultation with County and the Project design engineers.

Task 4.3 - Initial Site Assessment

HDR|WRECO will develop the Initial Site Assessment (ISA). The purpose of an ISA is to evaluate the project area for the presence of Recognized Environmental Conditions (REC). The ISA will be prepared in general accordance with the American Society for Testing and Materials (ASTM) International Standard E1527-13 - Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process, the Caltrans SER Environmental Handbook (EH) Volume 1, Chapter 10, "Guidelines for Hazardous Materials, Hazardous Waste, and Contamination," and U.S. Environmental Protection Agency (EPA) Standards and Practices for All Appropriate Inquiries (AAI) (40 CFR Part 312). Exceptions to the ASTM Standard include no title searches, property appraisals, or interviews will be performed for the project area.

Database Review

HDR|WRECO will review all pertinent data, including previous studies provided by County and the Project team, as well as site investigation reports, groundwater monitoring reports, and federal and state records within a one (1)-mile radius of the project area.

As part of the study, HDR|WRECO will order an Environmental Data Resources (EDR) database search for the Project, which is a database search of all regulated underground storage tanks; active and closed case files of cleanup operations; hazardous materials treatment, storage, and disposal facilities; historical cleaners; auto shops; and regulated sites.

The following sources will be reviewed for the purpose of determining the potential for RECs within the Project limits that may impact the proposed improvements:

- EDR Radius Map™ Report with GeoCheck®, EDR Aerial Photo Decade Report, EDR Historical Topographical Map Report, EDR Certified Sanborn Map Report, and EDR City Directory Image Report
- Department of Toxic Substances Control's EnviroStor Database
- Regional Water Quality Control Board's GeoTracker Database
- U. S. Department of Agriculture Natural Resources Conservation Service Web Soil Survey

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

- County Land Use and Zoning Maps, Office of the Assessor files, and County Building and Planning records
- County Department of Environmental Health, California Environmental Reporting System (CERS), and Certified Unified Program Agency (CUPA) records

HDR|WRECO will review available records to determine the potential presence of RECs based on previous land use and any historical operations at or near the project area. This research will also be used to help support the lack of RECs at the project area.

Field Reconnaissance

HDR|WRECO will conduct a field reconnaissance to assess the existing conditions at and in the vicinity of the project area, and to visually observe any indications of RECs within the project limits. Visual observations will be documented, and photographs will be taken of the site conditions. The data from the field reconnaissance will be compared to the historical information and EDR database findings to determine if there are existing or potential RECs at the project area.

Structural Elements (Lead-Based Paint and Hexavalent Chromium (Cr (VI)) in Paint)

The scope consists of Bridge Preventive Maintenance Project (BPMP), which includes the bridge painting; it is likely that some type of sandblasting or removal of existing paint will be performed prior to new paint application. Since the bridge was constructed in 1943, the paint on the Monte Road Bridge (No. 44C- 0093) structure may contain lead-based paint (LBP) and is in weathered condition along the railings (peeling and chipping). The steel girders (along the sides and beneath the bridge) may contain Cr (VI) in the painted surfaces. HDR|WRECO will conduct a Structural Elements Study for the Project to evaluate the LBP and Cr (VI) content for waste management and worker safety during construction.

Before 1978, lead was a common ingredient in paint because it added strength, shine, and extended the life of the paint. Title 17 of the California Code of Regulations (CCR), Division 1, Chapter 8, presumes that paint on structures built before January 1, 1978 is LBP, and disturbance requires use of lead-safe work practices.

Construction activities, including demolition, that disturb materials or paints containing any amount of lead are subject to certain requirements of the Federal Division of Occupational Safety and Health (Cal/OSHA) lead standard contained in 8 CCR 1532.1. Deteriorated paint is defined by 17 CCR 35022 as a surface coating that is crackling, chalking, flaking, chipping, peeling, not intact, failed, or otherwise separating from a component.

Most bridge and highway steel structure paint coatings applied before 1980 contained toxic metals such as lead, cadmium, and chromium. These additives were used in paints and primers to protect the steel from harsh road conditions and to provide a

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

long-lasting protective coating. Cr (VI) is a toxic form of chromium that can cause severe health effects to workers. Bridge painting activities such as abrasive blasting can expose workers to hazardous levels of Cr (VI).

LBP and Cr (VI) Sampling

HDR|WRECO will conduct a visual inspection for potential LBP and Cr (VI) within the bridge structure to identify sources to be sampled. Pre-field activities will include:

- Review satellite imagery of the bridge
- Review bridge construction information
- Verify required sampling methods
- Identify any potential hazards

HDR|WRECO will use this information to prepare a site-specific Health and Safety Plan (HASP) for the Project.

HDR|WRECO will then secure rights-of-entry to perform paint chip sampling of the bridge structure for LBP and Cr (VI) and document the sample locations with photographs. Based on the area of the bridge, approximately 25,833 square feet, up to twenty-five (25)-thirty (30) representative paint chip samples will be collected from the railing areas and approximately fifteen (15) Cr (VI) paint chip samples will be collected from the steel girders and support beams (as accessible) and other suspect locations.

The samples will be transported to an accredited laboratory under Chain-of-Custody protocols. The LBP samples will be analyzed using EPA Method 7000/7420 Atomic Absorption Spectroscopy for total lead (paint chips). HDR|WRECO will conduct the sampling under the direction of a California Certified Asbestos Consultant (CAC) and Certified Lead Inspector/Assessor (CLIA).

ISA and Structural Elements Report

The results of the database search and field reconnaissance will be summarized and presented in a report, describing the existing or potential RECs at the project area. In addition, HDR|WRECO will include a discussion of sample collection and testing methods, certifications of the individuals performing the work, a summary of the analytical testing results for LBP and Cr (VI) samples and provide recommendations for handling and disposal of hazardous waste/materials (if encountered). HDR|WRECO will submit a Draft ISA and Structural Elements Report to County and Project team, and then incorporate comments received into the Final ISA and Structural Elements Report. The report will comply with the CEQA/NEPA requirements.

For each bridge site, the ISA report submittals will include a “draft” version for review, a “revised draft” version incorporating review comments, and a final report

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

incorporating any final comments. The asbestos evaluation report will be appended to the ISA report.

Task 4.4 - CEQA & NEPA

Based on CONTRACTOR's team's knowledge of the proposed Project and limited impacts anticipated, a Categorical Exemption (CE) with technical studies would be the appropriate CEQA document. If the Project is found to be CE the findings will be prepared and filed by County. If unanticipated impacts are encountered that warrant the preparation of an Initial Study leading to a Mitigated Negative Declaration (IS/MND), CONTRACTOR's team would be prepared to complete this documentation under a separate amendment.

For NEPA, CONTRACTOR's team's knowledge of the proposed Project would qualify for a Categorical Exclusion. As the federal lead agency, Caltrans would be responsible for preparation and submittal of that document and documentation of no effect to coastal resources. CONTRACTOR's team will provide no support beyond the identified studies which would be needed for the preparation of the Categorical Exclusion.

Task 4 Deliverables:

- Project Description
- Area of Potential Impacts Map
- Natural Environmental Study Minimal Impacts
- Initial Site Assessment, Structural Elements Report
- NEPA/CEQA Approval

PHASE 2 – FINAL DESIGN (UPON AUTHORIZATION FROM COUNTY)

TASK 5 - FINAL DESIGN ENGINEERING

Task 5.1 - Design (CONTRACTOR)

Bridge Design

Bridge preventive maintenance measures will be designed in accordance with "AASHTO LRFD Bridge Design Specifications" with the latest Caltrans Amendments and other Caltrans design manuals. CONTRACTOR has assumed the repair measures for the Project will be preventive maintenance of existing bridge including removal and replacement of the existing bridge paint system. A full loading assessment of the existing bridge will be conducted to determine maximum loads and critical connection points for a contractor designed containment system.

Roadway Detour Design

For the Project, roadway plans will consist of the development of a detour plan to allow safe execution of maintenance repair activities on the bridge.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

All outside environmental mitigation plans, specifications, and estimates will be completed by the CONTRACTOR for inclusion with the roadway and bridge PS&E package. At this time, CONTRACTOR does not anticipate major mitigation as part of this Project.

Task 5.2 - Prepare Design Exception Fact Sheets (CONTRACTOR)

Design Exception Fact Sheets can be prepared for all required design exceptions identified during the project design. CONTRACTOR has assumed no design exceptions will currently be required at the bridge site.

Task 5.3 - Prepare PS&E

Plan Preparation (CONTRACTOR)

Based on current County standards, the plan sheets will be prepared in English using County's drafting standards. All plans will be signed by the Civil Engineer (registered in the state of California) in responsible charge of the design, in accordance with the Local Programs Manual. For a maintenance project such as the Project, the number of sheets will vary depending on the identified maintenance work items and repair strategies, but is expected to include:

- Title Sheet and Location Map
- Construction Staging Area and Signage Sheet
- Detour Plan Sheet(s)
- Quantities Sheet
- Bridge General Plan
- Painting Location and Limits
- Containment System Loading and Attachment

Submittal of 65% Plans (Unchecked Details)

CONTRACTOR proposes that a PDT meeting be held upon completion of the unchecked bridge details to discuss both the bridge and the roadway plans. This should save considerable time in County's review of the Draft PS&E because most of the major issues will have been previously discussed and addressed.

At this time, preliminary quantities will be prepared along with an estimate of probable construction costs. Quantities will be calculated in accordance with Caltrans' practice and segregated into pay items. The estimate will show quantities and costs as well as a project cost summary.

Independent Design Check

An independent check of the design will be performed. This involves a completely independent analysis of the Project using the unchecked bridge detailed plans and 65% roadway plans by an engineer that has not been intimately involved in the design. This is a big part of the team's Quality Assurance/Quality Control (QA/QC) Plan and is identical to the Caltrans/Local Agency process. Based upon the independent check and agreement to revisions by the checker and designer, the plans will be revised. Independent check comments are summarized, and resolutions are documented. For the Project, the main focus of the check will be the Detour Plan,

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

clarity of the limits of the painting work, biddability, and constructability aspects of the project.

Technical Specifications

Project specifications will be developed based on Caltrans 2018 Standard Specifications and Standard Plans. CONTRACTOR will produce the technical special provisions based on Caltrans "Standard Special Provisions" (SSP) templates. County will provide its boilerplate specifications for CONTRACTOR to combine with the technical special provisions, becoming the basis for the project specifications. Caltrans most recent standard specifications have been revised to provide key components for repainting including: public health and worker safety; hazardous material containment, handling, and disposal; surface preparation and painting practices; and inspections and acceptance criteria. Therefore, CONTRACTOR does not anticipate a significant number of revisions to the standard specifications. CONTRACTOR's team will work closely and coordinate with Lisa Dobek at Caltrans coatings group to make sure CONTRACTOR has the latest specifications for this type of work. A construction (working days) schedule will also be developed to determine the number of working days for the construction contract.

The project specifications will be initially submitted with the 90% draft PS&E for County review and comment. County comments will be summarized by CONTRACTOR in a comment resolution table with every comment reviewed and addressed with a written response. Based upon agreement of the responses between County and CONTRACTOR, the specifications will be revised.

Final Construction Quantities & Estimate

The 65% quantities will be updated to final construction quantities, and the CONTRACTOR's team's estimate of construction costs (Quantities and Estimate) will be updated.

Quality Control & Constructability Review

As an integral part of the CONTRACTOR's QA/QC Program, a senior level engineer will review the entire draft PS&E (90% PS&E) package for uniformity, compatibility, and constructability as well as conformance with the federal HBP program requirements.

The review will include comparing bridge plans with the roadway plans for conflicts or inconsistencies, and to ensure that the final design is in accordance with all environmental documents and permit requirements. The specifications and estimate will be reviewed for consistency with the plans, and to ensure that each construction item has been covered.

Submittal of 90% PS&E

The PS&E, along with design, check, and quantity calculations, will be submitted to County at the 90% completion stage.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Submittal of Final (100%) PS&E

Upon receiving review comments from County and other agencies, each comment will be reviewed, discussed, and addressed in writing. All apparent conflicts will be resolved in person or via telephone as necessary. Appropriate modifications will be made to the PS&E.

CONTRACTOR will furnish the final PS&E package in half-sized plans as well as hard copies and computer files (Microsoft Word format) of special provisions for bidding purposes. County will compile and duplicate the actual bid documents for advertising.

Submittal of Project Records and Resident Engineer (RE) Pending File

At the completion of the design, CONTRACTOR team will submit the original set of records. The project records shall include correspondence, meeting minutes, photographs, agreements, hazardous waste material information and tests, labor compliance, contract administration forms, site visit, notes, quantity calculations, engineer's estimate and estimated project schedule, and project completion documents. The RE pending file will include quantities calculations, project cost estimates, contract documents, project engineer and designer notes, and permits.

- Design Fact Sheets
- 65%, 90%, Final PS&E Packages

Task 5 Deliverables:

- QC & Constructability Review
- Submit Project Records
- Submit RE Pending File Information

TASK 6 – PERMITS AND APPROVALS

Task 6.1 - Environmental Permits and Approvals (CONTRACTOR & SWCA)

Implementation of this Project with full containment and not equipment within the channel will result in limited environmental permitting. Minimal impacts may occur within jurisdiction of the state that could trigger the need for permit applications from California Department of Fish and Wildlife (CDFW) and Regional Water Quality Control Board (RWQCB). CONTRACTOR's team does not anticipate any permitting required from U.S. Army Corps of Engineers (USACE) or California Coastal Commission (CCC) as the Project would not affect the jurisdiction of the USACE and the Project would not trigger the need for Coastal Development Permit (CDP) as it is a maintenance project and not a development project.

To facilitate the permitting process with the affected state agencies, SWCA will prepare signature-ready application packages following completion of the technical studies. SWCA will also prepare a Habitat Mitigation and Monitoring Plan to mitigate for any impacts, if needed. SWCA will not submit the electronic permit packages until completion of environmental review (anticipated to include a CEQA CE/NEPA CE). Once environmental review has been completed, all supporting

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

documents would be electronically transmitted to the agencies to supplement the application packages. SWCA will be available to facilitate the submittal of the packages to the agencies and support negotiations with the agency staff. County will provide direct payment to the applicable resource agencies for their associated permit fees.

Due to the federal funding associated with the Project, it is important to note that Caltrans (federal lead) will need to conduct informal Section 7 Endangered Species Act (ESA) consultations with the U.S. Fish and Wildlife Service (USFWS) and National Oceanic and Atmospheric Administration (NOAA). Since it is anticipated that there will be no adverse affect on federal species, CONTRACTOR's team anticipates that concurrence from these agencies is all that is needed for compliance with Section 7 consultation.

Task 6.2 - Caltrans Encroachment Permit Application

The Detour Plan is likely to include signage within Caltrans right-of-way. CONTRACTOR will prepare an Encroachment Permit Application package that will include the application and plans clearly identifying detour signage that will be placed in Caltrans right-of-way. CONTRACTOR recommends that County submit the application to Caltrans for approval. CONTRACTOR anticipates responding to one (1) set of comments from Caltrans District 5 as part of this task.

Task 6 Deliverables:

- One (1) copy of the draft versions for each permit identified
- One (1) copy of the final versions of each permit identified

TASK 7 - RIGHT-OF-WAY SERVICES

Task 7.1 - Surveying (Whitson)

It appears that all construction activities will occur within existing County right-of-way. CONTRACTOR has included a task to research and map the County's right-of-way in the project limits.

Under this task Whitson, will perform the following optional items:

- Prepare and deliver a right-of-way exhibit map noting current record information such as owner name, document number, right-of-way width, etc.

Corresponding Title Reports if necessary will be obtained and paid for by County and supplied to the CONTRACTOR's Team to ascertain if any easements or other encumbrances are present.

CONTRACTOR's scope excludes right-of-way appraisals and acquisition for both permanent and temporary use.

Task 7 Deliverables:

- Right-of-Way Engineering/Surveying

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

TASK 8 - UTILITY COORDINATION

CONTRACTOR's team will provide communication and coordination with the utility companies during the preliminary and final design process. CONTRACTOR will prepare a plan of existing utilities for the Project based on the information obtained from the various affected utilities and determine which are in conflict. CONTRACTOR will follow the Caltrans utility relocation process. CONTRACTOR normally develops an "A" letter asking the utility if they have facilities in the area of the Project, CONTRACTOR will also prepare a Report of Investigation (ROI), a "B" letter Notice to Owner (NTO), and a "C" letter Utility Agreement (UA) for execution to be transmitted to the affected utility companies along with a County signed relocation notice.

However, it appears that minimal utility coordination will be required as no utilities have been observed on-site and any utilities present can be left in place without disturbance. As part of this task, CONTRACTOR will prepare the "A" letters for County's signature. If utility conflicts and relocation are necessary, CONTRACTOR will discuss a scope amendment prior to proceeding with this effort.

Task 8 Deliverables:

- Utility Coordination
- Utility Verification through Utility Record Drawings
- "A" Letter

PHASE 3 CONSTRUCTION SUPPORT (UPON AUTHORIZATION FROM COUNTY AND AFTER COUNTY RECEIVES E-76 FOR CONSTRUCTION FROM CALTRANS)

TASK 9 - BIDDING ASSISTANCE

The individuals that were directly involved in the design will be available during the bid period to interpret the plans and specifications, prepare addenda if needed, and provide general consultation to County to obtain bids. CONTRACTOR's team will be available to answer contractor inquiries during the bidding phase. When the construction bids are opened, CONTRACTOR will be available to provide analysis and recommendations concerning award of the contract. CONTRACTOR will provide a sixteen (16)-hour effort for this task.

Task 9 Deliverables:

- Bidding Assistance
- Bidding Request for Information (RFI) Responses
- Award Recommendation

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

TASK 10 – DESIGN SUPPORT DURING CONSTRUCTION

After award of the construction contract, the CONTRACTOR's team will be available to continue providing services such as reviewing containment system shop plans, lead handling plan, paint quality plan, and painting plan as supplemental review to County's Construction Management Team. CONTRACTOR will assist with the structural review of the containment system and the imposed on the existing structure. However, County's Construction Management Team would still maintain over review authority. CONTRACTOR's scope provides for up to ten (10) RFIs to support County's Construction Management Team and up to two (2) Contract Change Orders (CCOs)

CONTRACTOR maintains the same high level of service through the completion of construction. CONTRACTOR will work closely with County's Construction Management Team to provide clarifications as needed to the design to ensure timely response to the contractor. CONTRACTOR places a "number 1" priority on contractor submittals or RFIs to ensure the contractor is not held up by the design team. CONTRACTOR has assumed sixty (60) hours for this effort. CONTRACTOR's role in this task is to supplement County's Construction Management Team.

Task 10 Deliverables:

- Construction Support
- Answer RFIs (limit of ten (10))

TASK 11 - AS-BUILT DRAWINGS

CONTRACTOR will prepare as-built drawings for County's files based on redline mark-ups received from the County's Construction Management Team. CONTRACTOR will provide sixteen (16) hours for this effort and will not exceed sixteen (16) hours without County's prior written authorization.

Task 11 Deliverables:

- As-Built Drawings (PDF or CAD, or both)

A.2 All written reports, supporting documentation, and/or deliverables required under this Agreement shall be delivered electronically and as further requested by the County to the following individual:

Kyle Oyama, Project Manager II
County of Monterey, Department of Public Works, Facilities, & Parks
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527
Email: oyamak@co.monterey.ca.us
Phone: (831) 755-5090

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed **\$290,356.58**, 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 according to the attached Initial Hourly Rates included in Exhibits 10—H1, Cost Proposal, of the Caltrans Local Assistance Procedures Manual (LAPM) within Exhibit B – Federal Provisions of this Agreement or in accordance with the following terms:

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.

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

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, “Payment Conditions”, of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, Project name, 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:

County of Monterey
Department of Public Works, Facilities, & Parks (PWFP) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the PWFP Finance Division at (831) 755-4800 or via email to: 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.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

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 B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

In compliance with this RFP #10771, which uses Federal Highway Administration (FHWA) funds, the CONTRACTOR will be required to comply with Federal Provisions. Federal Provisions, Exhibit B, attached hereto, shall be completed by CONTRACTOR and submitted to COUNTY for approval prior to COUNTY issuing CONTRACTOR with a Notice to Proceed for the Project.

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

Table of Contents

Article I - 1 Contact Information	3
Article I - 2 Terms	3
Article II Contractor’s Reports or Meetings	3
Article III Statement of Work	3
MANDATORY FISCAL AND FEDERAL PROVISIONS.....	5
Article IV Performance Period (Verbatim)	5
Article V Allowable Costs and Payments (Verbatim)	5
Article VI Termination (Verbatim).....	11
Article VII Cost Principles and Administrative Requirements (Verbatim).....	12
Article VIII Retention of Records/Audit (Verbatim)	13
Article IX Audit Review Procedures (Verbatim)	13
Article X Subcontracting (Verbatim)	15
Article XI Equipment Purchase (Verbatim)	15
Article XII State Prevailing Wage Rates (Verbatim).....	16
Article XIII Conflict of Interest (Verbatim).....	20
Article XIV Rebates, Kickbacks or other Unlawful Consideration (Verbatim)	21
Article XV Prohibition of Expending County, State, or Federal Funds for Lobbying (Verbatim)	22
Article XVI Statement of Compliance.....	22
Article XVII Debarment and Suspension Certification.....	23
MISCELLANEOUS PROVISIONS	24
Article XVIII Funding Requirements	24
Article XIX Change in Terms	24
Article XX Disadvantaged Business Enterprises (DBE) Participation	24
Article XXI Contingent Fee	27
Article XXII Disputes	27
Article XXIII Inspection of Work	27
Article XXIV Safety.....	28
Article XXV Insurance.....	28
Article XXVI Ownership of Data.....	29
Article XXVII Claims Filed by County’s Construction Contractor.....	30
Article XXVIII Confidentiality of Data	30
Article XXIX National Labor Relations Board Certification	31
Article XXX Evaluation of Contractor.....	31
Article XXXI Retention of Funds	31
Notice to Proposers DBE Information (Exhibit 10-I)	32
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL FORMS	35

EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

Article I - 1 Contact Information County

Project Manager

Name: Kyle Oyama

Title: Project Manager II

Address: 1441 Schilling Place, South 2nd Floor

Salinas, California 93901-4527

Telephone Number: (831) 755-5090

Contractor Project Manager

Name: Dace Morgan, P.E.

Title: Senior Engineer

Address: 101 SW Main St, Suite 1000,

Portland, OR 97204

Telephone Number: (503) 836-3915

Article I - 2 Terms

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

Article II Contractor's Reports or Meetings

The selected option shall apply to this contract:

Option 1 – For standard contracts:

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

Option 2 – For on-call contracts:

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

Article III Statement of Work

A. CONTRACTOR Services

Not Applicable to this Contract

CONTRACTOR shall provide services as described in the Scope of Services, Exhibit A. The Scope of Services must include reference to the appropriate standards for design or other standards for work performance and acceptance criteria. The CONTRACTOR/engineer must sign the plans, specifications and estimate (PS&E), furnish engineering data including registration number.

EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

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, or the Caltrans District Director signs the Record of Decision (see LAPM Chapter 6: Environmental Procedures, and the Standard Environmental Reference).

- B. Right of Way Not Applicable to this Contract
CONTRACTOR shall provide right of way services as described in the Scope of Services, Exhibit A. The Scope of Services must include Right of Way requirements to be determined and shown by CONTRACTOR, land surveys and computations with metes and bounds descriptions to be made, and Right of Way parcel maps to be furnished.
- C. Surveys Not Applicable to this Contract
CONTRACTOR shall provide services for surveys as described in the Scope of Services, Exhibit A. The Scope of Services must include CONTRACTOR's responsibility to perform preliminary or construction surveys.
- D. Subsurface Investigations Not Applicable to this Contract
CONTRACTOR shall provide services for subsurface investigations as described in the Scope of Services, Exhibit . The Scope of Services must include CONTRACTOR's responsibility to perform 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 Obligations Not Applicable to this Contract
All data applicable to the project and in possession of COUNTY, another agency, or government agency that are to be made available to CONTRACTOR are referred to in the Contract including any other assistance or services to be furnished to CONTRACTOR. Please refer to Scope of Service, Exhibit A.
- F. Conferences, Site Visits, Inspection of Work Not Applicable to this Contract
CONTRACTOR shall provide services for conferences, site visits and inspection work as described in the Scope of Services, Exhibit A. The Scope of Services must include 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.
- G. Checking Shop Drawings Not Applicable to this Contract
CONTRACTOR shall provide services for checking shop drawings as described in the Scope of Services, Exhibit A. The Scope of Services must include provisions requiring CONTRACTOR to prepare construction drawings, and check shop drawings. Payment for checking shop drawings by CONTRACTOR is included in the Contract fee.

EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

- H. CONTRACTOR Services During Construction Not Applicable to this Contract
CONTRACTOR shall provide services during construction as described in the Scope of Services, Exhibit A. The Scope of Services by CONTRACTOR during construction such as material testing, construction surveys, design support, environmental support etc., are specified in the CONTRACT together with the method of payment for such services.
- I. Documentation and Schedules Not Applicable to this Contract
CONTRACTOR shall provide services for documentation and schedule as described in the Scope of Services, Exhibit A. CONTRACTOR must document the results of the work to the satisfaction of COUNTY, and if applicable, the State and FHWA. This include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the contract objectives.
- J. Deliverables and Number of Copies Not Applicable to this Contract
CONTRACTOR shall provide services for the number of copies or documents to be furnished as described in the Scope of Services, Exhibit A such as reports, brochures, sets of plans, specifications, or specified Right of Way parcel maps. Please refer to Scope of Services, Exhibit A on payment provisions for additional copies.

MANDATORY FISCAL AND FEDERAL PROVISIONS

Article IV Performance Period (Verbatim)

- A. This contract shall go into effect on (3/1/2022), contingent upon approval by COUNTY, and CONTRACTOR shall commence work after notification to proceed by COUNTY Contract Administrator. The contract shall end on (2/28/2025), unless extended by contract amendment.
- B. CONTRACTOR is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.

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

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

The selected option shall apply to this contract:

Exhibit 10-H1, Exhibit 10-H2 and Exhibit 10-H3 in fillable format can be downloaded at the following website:

<https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/c10/10h.pdf>

EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

Option 1 – Actual Cost-Plus-Fixed Fee (Use Exhibit 10-H1 Cost Proposal Format)

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. COUNTY will reimburse CONTRACTOR for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONTRACTOR in performance of the work. CONTRACTOR will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONTRACTOR'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONTRACTOR be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by COUNTY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" shall not be exceeded, unless authorized by contract amendment.
- B. The indirect cost rate established for this contract is extended through the duration of this specific contract. CONTRACTOR's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or contract award.
- C. In addition to the allowable incurred costs, COUNTY will pay CONTRACTOR a fixed fee of \$ 14,935.49 . The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONTRACTOR's fixed fee will be included in the monthly progress payments. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than forty-five (45) calendar days after the performance of work for which CONTRACTOR is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of

EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONTRACTOR’s work. Invoices shall be mailed to COUNTY’s Contract Administrator at the following address:

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

- H. The total amount payable by COUNTY including the fixed fee shall not exceed \$ 290,356.58.
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by COUNTY’s Contract Administrator.
For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
- J. All subcontracts in excess of \$25,000 shall contain the above provisions.

Option 2 – Cost per Unit of Work (Use Exhibit 10-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 with radio and flashing yellow light (if needed), as specified in Article II - 2 of this contract.

The specified rate to be paid for equipment shall be, as listed in Attachment _____.

- C. The method of payment for this contract, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. COUNTY will reimburse CONTRACTOR for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONTRACTOR in performance of the work. CONTRACTOR will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by contract amendment. In no event, will CONTRACTOR be reimbursed for overhead costs at a rate that exceeds COUNTY approved overhead rate set forth in the approved Cost Proposal. In the event, COUNTY determines that changed work from that specified in the approved Cost Proposal and contract is required; the actual costs reimbursable by COUNTY may be adjusted by contract amendment to

EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

accommodate the changed work. The maximum total cost as specified in Paragraph “I,” shall not be exceeded unless authorized by contract amendment.

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

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

- I. The total amount payable by COUNTY including the fixed fee shall not exceed \$_____.
- J. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by COUNTY’s Contract Administrator.
For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
- K. All subcontracts in excess of \$25,000 shall contain the above provisions.
Option 3 – Specific Rates of Compensation (Use Exhibit 10-H2 Cost Proposal Format)

EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

- A. CONTRACTOR will be reimbursed for hours worked at the hourly rates specified in CONTRACTORs approved Cost Proposal (Attachment _____). 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 Contract. Contractor will be reimbursed within forty-five (45) calendar days upon receipt by COUNTY's Contract Administrator of itemized invoices in triplicate.
- 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 TaskOrders.
- D. After a project to be performed under this contract is identified by COUNTY, COUNTY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a COUNTY Project Coordinator. The draft Task Order will be delivered to CONTRACTOR for review. CONTRACTOR shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both COUNTY and CONTRACTOR.
- E. Task Orders may be negotiated for a lump sum (\$_____) 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 contract.

- F. 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 a contract amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONTRACTOR shall not commence performance of work or services until this contract has been approved by COUNTY, and notification to proceed has been issued by COUNTY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.

EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

- J. A Task Order is of no force or effect until returned to COUNTY and signed by an authorized representative of COUNTY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by COUNTY.
- K. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY'S Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than forty-five (45) calendar days after the performance of work for which CONTRACTOR is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due COUNTY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by CONTRACTOR prior to the expiration or termination of this contract. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:
County of Monterey
Department of Public Works, Facilities, & Parks
1441 Schilling Place, South 2nd 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 Contract.
- M. The total amount payable by COUNTY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- N. If the Contractor fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend the language (or terms) of this Agreement and nor to exceed the scope of work under this contract.
- P. The total amount payable by COUNTY for all Task Orders resulting from this contract 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 contract through Task Orders.
- Q. All subcontracts in excess of \$25,000 shall contain the above provisions.

Option 4 – Lump Sum (Use Exhibit 10-H1 Cost Proposal Format)

- A. The method of payment for this contract will be based on lump sum. The total lump sum price paid to CONTRACTOR will include compensation for all work and deliverables, including travel and equipment described in Article III Statement of Work of this contract. No additional compensation will be paid to CONTRACTOR, unless there is a change in the scope of the work or

EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

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 Contract in accordance with the provisions of Article VI Termination.
- C. CONTRACTOR shall not commence performance of work or services until this contract has been approved by COUNTY and notification to proceed has been issued by COUNTY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.
- D. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by COUNTY'S Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than forty-five (45) calendar days after the performance of work for which CONTRACTOR is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 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, & Parks
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527
Attn: Finance Division
- E. The total amount payable by COUNTY shall not exceed \$_____.
- F. All subcontracts in excess of \$25,000 shall contain the above provisions.

Article VI Termination (Verbatim)

- A. This contract 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, and in accordance with Section 15, Property of COUNTY.
- B. COUNTY may terminate this contract with CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of

EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract with CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due to CONTRACTOR under this contract prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONTRACTOR under this contract and the balance, if any, shall be paid to CONTRACTOR upon demand.

- C. The maximum amount for which the Government shall be liable if this contract is terminated is 0 dollars.
- D. COUNTY may temporarily suspend this contract, at no additional cost to COUNTY, provided that CONTRACTOR is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If COUNTY gives such notice of temporary suspension, CONTRACTOR shall immediately suspend its activities under this contract. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.
- E. Notwithstanding any provisions of this contract, CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this contract by CONTRACTOR, and COUNTY may withhold any payments due to CONTRACTOR until such time as exact amount of damage, if any, due COUNTY from CONTRACTOR is determined.
- F. In the event of termination, CONTRACTOR shall be compensated as provided for in this contract, except as provided in Section 11C. 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, and in accordance with Section 15, Property of COUNTY.

Article VII Cost Principles and Administrative Requirements (Verbatim)

- A. CONTRACTOR agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONTRACTOR also agrees to comply with Federal procedures in accordance with 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 2 CFR Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONTRACTOR to COUNTY.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

Article VIII Retention of Records/Audit (Verbatim)

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; the CONTRACTOR, subcontractors, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties, including the CONTRACTOR's Independent CPA, shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract. The state, Caltrans Auditor, COUNTY, FHWA, or any duly authorized representative of the Federal Government having jurisdiction under Federal laws or regulations (including the basis for Federal funding in whole or in part) shall have access to any books, records, and documents of CONTRACTOR, subcontractor and the CONTRACTOR's Independent certified public accountants (CPA) work papers that are pertinent to the contract for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitations. Subcontracts in excess of \$25,000 shall contain this provision.

Article IX Audit Review Procedures (Verbatim)

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

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

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

EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

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

- E. CONTRACTOR Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (A&I). Caltrans A&I, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONTRACTOR and approved by the COUNTY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONTRACTOR to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.
1. During a Caltrans' A&I review of the ICR audit work papers created by the CONTRACTOR's independent CPA, Caltrans A&I will work with the CPA and/or CONTRACTOR toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans A&I 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 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 A&I. Accepted rates will be as follows:
 - a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the provisional rate will be seventy-five percent (75%) of the proposed rate.
 2. If Caltrans A&I is unable to issue a cognizant letter per paragraph E.1. above, Caltrans A&I may require CONTRACTOR to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans A&I will then have up to six (6) months to review the CONTRACTOR's and/or the independent CPA's revisions.
 3. If the CONTRACTOR fails to comply with the provisions of this Section E, or if Caltrans A&I 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

EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this contract.

4. CONTRACTOR may submit to COUNTY final invoice only when all of the following items have occurred: (1) Caltrans A&I accepts or adjust the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of COUNTY; and, (3) Caltrans A&I has issued its final ICR review letter. The CONTRACTOR MUST SUBMIT ITS FINAL INVOICE TO County no later than 60 days after occurrence of the last of these items.

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

Article X Subcontracting (Verbatim)

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

Article XI Equipment Purchase (Verbatim)

- A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONTRACTOR enters into any unbudgeted purchase order, or subcontract exceeding 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 bidding must be adequately justified.

EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

- C. Any equipment purchased with funds provided under the terms of this contract is subject to the following: "CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of 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 contract, or if the contract is terminated, CONTRACTOR may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONTRACTOR elects to keep the equipment, fair market value shall be determined at CONTRACTOR's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONTRACTOR, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 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.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

Article XII State Prevailing Wage Rates (Verbatim)

The selected option shall apply to this contract:

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

- A. CONTRACTOR shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.
- D. No CONTRACTOR or Subcontractor may be awarded a contract 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 contract, including any subsequent amendments.
- E. 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 contract are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer

EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

([http://www.dot.ca.gov/hq/construc/LaborCompliance/documents/District-Region Map Construction 7-8-15.pdf](http://www.dot.ca.gov/hq/construc/LaborCompliance/documents/District-Region%20Map%20Construction%207-8-15.pdf)). These wage rates are made a specific part of this contract 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.

F. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov>.

G. 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 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

EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

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) calendar 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.

H. 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.

I. 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.

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

EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

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 contract 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.

EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

J. 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 contract 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.

K. Employment of Apprentices

1. Where either the prime contract 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 contract work. The CONTRACTOR is responsible for all subcontractors' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

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

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

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

Article XIII Conflict of Interest (Verbatim)

A. During the term of contract, the CONTRACTOR shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.

B. CONTRACTOR 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 contract. 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 contract.

EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

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

- C. CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

The selected option below applies to this contract:

Option 1 – PS&E contracts

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

Option 2 – Construction Contract Administration contracts

- G. CONTRACTOR hereby certifies that neither CONTRACTOR, its employees, nor any firm affiliated with CONTRACTOR providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.
- H. CONTRACTOR further certifies that neither CONTRACTOR, nor any firm affiliated with CONTRACTOR, will bid on any construction subcontracts included within the construction contract. Additionally, CONTRACTOR certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.
- I. Except for subcontractors whose services are limited to materials testing, no subcontractor who is providing service on this contract shall have provided services on the design of any project included within this contract.

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

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

EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

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

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

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

Article XVI Non-Discrimination Clause and Statement of Compliance (Verbatim)

- A. CONTRACTOR's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONTRACTOR has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Contractor and its subcontractors shall not deny the Contract'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

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

- veteran status, 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 (a-f) et seq.), the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 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 Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, Section 8100-8504, are incorporated into this Contract 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 contract.
- G. The Contractor, with regard to the work performed under this contract, 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 state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The Contractor, shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. 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.

Article XVII Debarment and Suspension Certification

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

EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

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 CONTRACTOR responsibility. Disclosures must indicate the party to whom exceptions apply, initiating agency, and dates of agency action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by the Federal Highway Administration.

MISCELLANEOUS PROVISIONS

Article XVIII Funding Requirements

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

Article XIX Change in Terms

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONTRACTOR shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by COUNTY's Contract Administrator.
- C. There shall be no change in CONTRACTOR's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by COUNTY's Contract Administrator.

EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

Article XX Disadvantaged Business Enterprises (DBE) Participation

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Contractors who enter into a federally-funded agreement will assist the COUNTY in good faith effort to achieve California's statewide overall DBE goal.
- B. The goal for DBE participation for this contract is 10%. Participation by DBE contractor or subcontractors shall be in accordance with information contained in the Contractor Proposal DBE Commitment (Exhibit 10-O1), or in the Contractor Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subcontractor is unable to perform, CONTRACTOR must make a good faith effort to replace him/her with another DBE subcontractor, if the goal is not otherwise met.
- C. CONTRACTOR can meet the DBE participation goal by either documenting commitments to DBEs to meet the contract goal, or by documenting adequate good faith efforts to meet the contract 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. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. The COUNTY, CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONTRACTOR shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted contracts. Failure by CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as COUNTY deems appropriate, 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 bidding as non-responsible
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- F. A DBE firm may be terminated only with prior written approval from COUNTY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting COUNTY consent for the termination, CONTRACTOR must meet the procedural requirements specified in 49 CFR 26.53(f). 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.
- G. Contractor shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of Contractor) pursuant to prior written authorization of the COUNTY's Contract Administrator.
- H. A DBE is only eligible to be counted toward the contract goal if it performs a Commercially Useful Function (CUF) on the contract. CUF must be evaluated on an agreement by agreement

EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

basis. A DBE performs a CUF when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.

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

EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

Article XXI Contingent Fee

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

Article XXII Disputes

Prior to either party commencing any legal action under this contract, 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.

The selected option below applies to this contract:

Option 1 – For contracts without PS&E submittal

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

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

- 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 XXIII Inspection of Work

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

EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

Article XXIV Safety

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

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

- D. CONTRACTOR must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

Article XXV Insurance

The selected option below applies to this contract:

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

- A. Prior to commencement of the work described herein, CONTRACTOR shall furnish COUNTY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONTRACTOR with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence.
- B. The Certificate of Insurance will provide:
 - 1. That the insurer will not cancel the insured's coverage without 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 contract are concerned.
 - 3. That COUNTY will not be responsible for any premiums or assessments on the policy.
- C. CONTRACTOR agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, CONTRACTOR agrees to provide at least

EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

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 contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of COUNTY. In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

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

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

Article XXVI Ownership of Data

- A. It is mutually agreed that all materials prepared by CONTRACTOR under this contract 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, documents, plans, specifications, and estimates, 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 contract 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 contract must be approved in writing by COUNTY.
- B. Additionally, it is agreed that the Parties intend this to be a contract 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 Contract. Any reuse by COUNTY for another project or project location shall be at COUNTY's sole risk. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- D. CONTRACTOR is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by COUNTY of the machine-readable information and data provided by CONTRACTOR under this contract; further, CONTRACTOR is not liable for claims, liabilities, or losses arising out of, or connected with any use by COUNTY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONTRACTOR.

EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

- E. 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).
- F. 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.
- G. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

Article XXVII Claims Filed by County's Construction Contractor

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

Article XXVIII Confidentiality of Data

- A. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations, which are designated confidential by COUNTY and made available to CONTRACTOR in order to carry out this contract, shall be protected by CONTRACTOR from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the contract, shall not authorize CONTRACTOR to further disclose such information, or disseminate the same on any other occasion.
- C. CONTRACTOR shall not comment publicly to the press or any other media regarding the contract or COUNTY's actions on the same, except to COUNTY's staff, CONTRACTOR's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

- D. CONTRACTOR shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by COUNTY, and receipt of COUNTY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

For PS&E contracts, paragraph F below applies:

- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONTRACTOR to any entity other than COUNTY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONTRACTOR pursuant to performance of this Contract 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 Contract, 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 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-year period, because of CONTRACTOR's failure to comply with an order of a federal court that orders CONTRACTOR to comply with an order of the National Labor Relations Board.

Article XXX Evaluation of Contractor

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

Article XXXI Retention of Funds

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

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

- B. No retainage will be withheld by the Agency from progress payments due the prime contractor. Retainage by the prime contractor or subcontractors is prohibited, and no retainage will be held by the prime contractor from progress due subcontractors. Any violation of this provision shall subject the violating prime contractor or subcontractors to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime

EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

contractor or deficient subcontractor performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

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

Notice to Proposers DBE Information (Exhibit 10-I)

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

The Agency has established a DBE goal for this Contract of 10 %

1. TERMS AS USED IN THIS DOCUMENT

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

EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

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

3. SUBMISSION OF DBE INFORMATION

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

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

4. DBE PARTICIPATION GENERAL INFORMATION

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

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:

EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

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

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

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

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

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

CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL FORMS

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

<https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>

Cost Proposal

Monterey County- Salinas River Bridge at Monte Road BPMP

Bridge Painting

Date: 1/10/2022

Quincy Engineering, Inc.

Direct Labor:	\$59,678.35
Estimated Salary Increases for Multi-Year Project	\$1,797.22
Subtotal	\$61,475.57
Overhead (1.430):	\$87,879.33
A. Labor Subtotal	\$149,354.89

Subconsultant Costs:

SWCA	\$66,641.32
HDR WRECO	\$44,259.16
Whitson Engineers	\$14,319.32
Monument (Optional)	\$0.00

B. Subconsultant Subtotal **\$125,219.80**

Other Direct Costs:

Travel (@ active IRS mileage rate)	440 miles @	\$0.560	\$246.40
Pier Diem/ Hotel	4 days @	\$150.00	\$600.00
Delivery	0 @	\$20.00	\$0.00
Vendor Reproduction			
	Vellum @	\$0.00	\$0.00
	8 1/2 X 11 Reproduction @	\$0.00	\$0.00
	11 X 17 Reproduction @	\$0.00	\$0.00
	Mounting Boards for Presentations @	\$0.00	\$0.00
	Newsletters (Translation and printing) @	\$0.00	\$0.00
	Subtotal Vendor Reproduction		\$0.00
Title Report	@		\$0.00
Miscellaneous			
C. Other Direct Cost Subtotal:			\$846.40

Labor Subtotal A. =	\$149,354.89
Fixed Fee (10.0%):	\$14,935.49
Subconsultant Subtotal B. =	\$125,219.80
Fixed Fee (0.0%):	\$0.00
Other Direct Cost Subtotal: C. =	\$846.40
Fixed Fee (0.0%):	\$0.00

TOTAL = **\$290,356.58**

Note: Invoices will be based upon actual QEI hourly rates plus overhead at 142.95% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The overhead rate (ICR) shall remain fixed for the contract duration or until both parties agree to modify the rate in writing.

EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

Quincy Engineering Cost Proposal
Monte Rd - Monterey County

Project Number: Opportunity Number Here		Project Name: Monterey County- Salinas River Bridge at Monte Road BP/MP																						
No.	TASKS	Quincy Total Hours												Quincy Total Labor Dollars	Labor+OH Multiplier	Quincy Labor	Quincy Profit	Actual Labor Multiplier	Quincy NLF Budget	SWCA	HDR WRECO	Whitson Engineers	Monument (Optional)	Subcontractant Subtotal
		MR	Principal Eng.	Senior Eng.	Senior Eng.	Assoc Eng.	Assoc Eng. I	Assoc Eng.	Senior Eng.	Senior Eng.	Assoc Eng.	Senior Eng.	Admin Asst											
		\$99.00	\$75.27	\$70.30	\$68.70	\$47.85	\$37.00	\$47.85	\$47.85	\$38.19	\$81.73	\$98.15	KB											
	Initial Hourly Rate																							
	Bridge Painting																							
1.1	Kick-Off Meeting		12																					
1.2	Establish Project Schedule		8	16																				
2.1	Project Management		32	8								4												
2.2	Progress Meetings (12 - one per month, 3 - virtual)		18	18	18																			
2.3	Assist County with State Administration Requirements		8	4	4							4												
3.1	Surveys and Mapping		2	4	8	8																		
3.2	Hydrologic/Hydraulic Studies		2	4																				
3.3	Advance Planning Studies		2	8	12	40																		
3.3.4.A	Preliminary Studies		1	4	4																			
3.4.B	Decision Document		2	4	6	32																		
4.1	Prepare Project Description & API Map		2	4	6																			
4.2	NEPA/CEQA Technical Studies		8	8	8	24																		
4.3	Initial Site Assessment		2	4	4																			
4.4	CEQA & NEPA Document		2	4	4																			
5.1	Bridge Design			16																				
	Roadway Design				12																			
5.2	Prepare Design Exception Fact Sheets																							
5.3	Plan Preparation																							
	Submittal of 65% Plans		4	8	8	8																		
	Independent Design Checks																							
	Technical Specifications		4	8																				
	Final Construction Quantities & Estimate																							
	QA/QC																							
	Submittal of 90% PS&E		2	4	4																			
	Submittal of 100% PS&E		2	4	4																			
	Submit Project Records and RE Pending File		2	2	2	2																		



EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

Quincy Engineering Cost Proposal
Monte Rd - Monterey County

6.1	Environmental Permits and Approvals Caltrans Encroachment Permit	2	6	4	24	12	48	\$2,410	\$5,855	\$585.47	\$6,440	\$28,913					\$28,913	
6.2	Application			12		8	20	\$1,054	\$2,560	\$256.05	\$2,817						\$0	
7.1	Surveying			8			8	\$510	\$1,238	\$123.81	\$1,352			\$1,302			\$1,302	
8	Utility Coordination	2		8			10	\$660	\$1,604	\$160.36	\$1,764						\$0	
9	Bidding Assistance		8	8			16	\$1,072	\$2,604	\$260.44	\$2,865						\$0	
10	Construction Support	2	12	8	38		60	\$3,322	\$8,071	\$807.09	\$8,878						\$0	
11	Prepare Record (As-Built) Drawings		2	2		12	16	\$642	\$2,046	\$204.61	\$2,251						\$0	
								\$0									\$0	
	Subtotal - Hours	0	121	176	24	252	48	1063	\$59,678.35	\$14,498.55	\$159,487.41						0	
	Estimated Salary Increases for Multi-Year Project							\$1,797.22	\$4,356.34	\$436.63	\$4,802.98	\$326.32						
	Other Direct Costs										\$846.40	\$572	\$4,600				5,272	
	Total Cost	\$0	\$9,108	\$12,373	\$10,055	\$1,596	\$12,058	\$1,776	\$11,340	\$7,363	\$2,615	\$1,154	\$211	\$59,678	\$61,476	\$149,355	\$14,935	\$165,137
																	\$0	\$0
																	\$0	\$125,220



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

Local Assistance Procedures Manual

**EXHIBIT 10-H
Cost Proposal**

Exhibit 10-H1 Cost Proposal

Actual Cost-Plus-Fixed Fee Contracts

Prime Consultant Subconsultant

Consultant **Quincy Engineering, Inc.**

Project Name Monterey County- Salinas River Bridge at Monte Road BPMP

Project No. Opportunity Number Here Contract No. N/A Date 1/10/2022

DIRECT LABOR

Classification/Title	Name	Initials	Range	Hours	Initial Hourly Rate	Total
Principal Eng.	Mark Reno	MR	\$70-\$120	0	\$ 99.00	\$ -
Senior Eng.	Dace Morgan	DM	\$50-\$100	121	\$ 75.27	\$ 9,107.67
Senior Eng.	Scott McCauley	SMc	\$50-\$100	176	\$ 70.30	\$ 12,372.80
Assoc Eng.	Andrew Mitchell	AM	\$35-\$70	158	\$ 63.70	\$ 10,064.60
Senior Eng.	Robert Ferguson	RF	\$50-\$100	24	\$ 66.50	\$ 1,596.00
Assoc Eng.	Gavin Keating	GK	\$35-\$70	252	\$ 47.85	\$ 12,058.20
Assist Eng. I	Brent Harrison	BH	\$26-\$46	48	\$ 37.00	\$ 1,776.00
Assoc Eng.	Carl Hughes	CH	\$35-\$70	28	\$ 47.85	\$ 1,339.80
CAD Tech	Patrick Kenney	PK	\$25-\$40	204	\$ 36.19	\$ 7,382.76
Senior Eng.	Kelly Gallagher	KG	\$50-\$100	32	\$ 81.73	\$ 2,615.36
Principal Eng.	Michael Haggerty	MH	\$70-\$120	12	\$ 96.15	\$ 1,153.80
Admin Asst	Kristine Brasseaux	KB	\$15-\$52	8	\$ 26.42	\$ 211.36
		blank		0	\$ -	\$ -
		blank		0	\$ -	\$ -
		blank		0	\$ -	\$ -
		blank		0	\$ -	\$ -
				1063		\$ 59,678.35

LABOR COSTS

a) Subtotal Direct Labor Costs \$59,678.35
 b) Estimated Salary Increases for Multi-Year Project \$1,797.22 (see calculation page attached)
 c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$61,475.57

INDIRECT COSTS

d) Fringe Benefits (Rate: 43.02%):
 e) Total Fringe Benefits [(c) x (d)] \$26,446.79
 f) Overhead (Rate: 99.93%):
 g) Overhead [(c) x (f)] \$61,432.54
 h) General Administration (Rate: 0.0%):
 i) Gen & Admin [(c) x (h)] \$0.00
 j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$87,879.33

FIXED FEE

k) Fixed Fee (10.0%):
 l) **TOTAL FIXED FEE [(c) + (j)] x (k)** \$14,935.49

CONSULTANT'S OTHER DIRECT COSTS (ODC)

Travel (@ active IRS mileage rate)	440 miles @	\$0.560	\$246.40
Pier Diem/ Hotel	4 days @	\$150.00	\$600.00
Delivery	0 @	\$20.00	\$0.00
Vendor Reproduction			
	Vellum @	\$0.00	\$0.00
	8 1/2 X 11 Reproduction @	\$0.00	\$0.00
	11 X 17 Reproduction @	\$0.00	\$0.00
	Mounting Boards for Presentations @	\$0.00	\$0.00
	Newsletters (Translation and printing) @	\$0.00	\$0.00
	Subtotal Vendor Reproduction		\$0.00
Title Report	0 @	\$0.00	\$0.00
Miscellaneous			\$0.00
			\$846.40
m) TOTAL OTHER DIRECT COSTS			\$846.40

n) **SUBCONSULTANT COSTS** (attach detailed cost proposal for each subconsultant)

SWCA	\$66,641.32
HDR WRECO	\$44,259.16
Whitson Engineers	\$14,319.32
Monument (Optional)	\$0.00
	\$125,219.80

o) **TOTAL COST [(c) + (j) + (l) + (m) + (n)]** **\$290,356.58**

NOTES:

- Key personnel marked with an asterisk (*).
- Employees subject to prevailing wage marked with two asterisks (**).
- Anticipated salary increases calculation (Item "b") on attached page.
- Note: Invoices will be based upon actual QEI hourly rates plus overhead at 142.95% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The overhead rate (ICR) shall remain fixed for the contract duration or until both parties agree to modify the rate in writing.

CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

Local Assistance Procedures Manual

Exhibit 10-H

EXHIBIT 10-H1 COST PROPOSAL

PAGE 2 OF 3

ACTUAL COST-PLUS-FIXED FEE CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Quincy Engineering, Inc.Contract No. N/ADate 1/10/2022San Diego County- Salinas River Bridge at Monte Road

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
\$ 59,678.35	1063	=	\$56.14	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 =	5.0%	Proposed Escalation	=		
Year 1	\$56.14	+	2.5%		=	\$57.54	Year 1 Avg Hourly Rate
Year 2	\$57.54	+	5.0%		=	\$60.42	Year 2 Avg Hourly Rate
Year 3	\$60.42	+	5.0%		=	\$63.44	Year 3 Avg Hourly Rate
Year 4	\$63.44	+	5.0%		=	\$66.61	Year 4 Avg Hourly Rate
Year 5	\$66.61	+	5.0%		=	\$69.94	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	10.00%	*	1063.0	=	106.3	Estimated Hours Year 1
Year 2	75.00%	*	1063.0	=	797.3	Estimated Hours Year 2
Year 3	15.00%	*	1063.0	=	159.5	Estimated Hours Year 3
Year 4	0.00%	*	1063.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	1063.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	1063.0	

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	\$56.14	*	106	=	\$5,967.84	Estimated Hours Year 1
Year 2	\$57.54	*	797	=	\$45,873.77	Estimated Hours Year 2
Year 3	\$60.42	*	159	=	\$9,633.97	Estimated Hours Year 3
Year 4	\$63.44	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$66.61	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$61,475.57	
	Direct Labor Subtotal before Escalation			=	\$59,678.35	
	Estimated total of Direct Labor Salary Increase			=	\$1,797.22	Transfer to Page 1

NOTES:

- This assumes that an average of one half year will be worked at the rate on the cost proposal.

EXHIBIT J – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

EXHIBIT 10-H1 COST PROPOSAL PAGE 3 OF 3

Certification of Direct Costs:

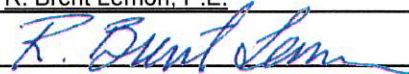
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the followign requirements:

- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the cotntract
- 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 of 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: R. Brent Lemon, P.E. Title *: Principal Engineer

Signature:  Date of Certification (mm/dd/yyyy): 11/15/2021

Email: brentl@quincyeng.com Phone Number: 916.368.9181

Address: 11017 Cobblerock Drive Suite 100 Rancho Cordova, CA 95670

*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:

Professional Engineering Services for Delivery of Bridge Preventative Maintenance Project

CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

Local Assistance Procedures Manual

Exhibit 10-H

EXHIBIT 10-H1 COST PROPOSAL

PAGE 2 OF 2

ACTUAL COST-PLUS-FIXED FEE CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant SWCA Environmental Consultants, Inc. Contract No. N/ADate 10/19/2021onte Road Bridge Preventive Maintenance Proj**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
\$ 23,004.12	520	=	\$44.24	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 =	5.0%	Proposed Escalation	=		
Year 1	\$44.24	+	2.5%		=	\$45.34	Year 1 Avg Hourly Rate
Year 2	\$45.34	+	5.0%		=	\$47.61	Year 2 Avg Hourly Rate
Year 3	\$47.61	+	5.0%		=	\$49.99	Year 3 Avg Hourly Rate
Year 4	\$49.99	+	5.0%		=	\$52.49	Year 4 Avg Hourly Rate
Year 5	\$52.49	+	5.0%		=	\$55.11	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	80.00%	*	520.0	=	416.0	Estimated Hours Year 1
Year 2	20.00%	*	520.0	=	104.0	Estimated Hours Year 2
Year 3	0.00%	*	520.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	520.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	520.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	520.0	

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	\$44.24	*	416	=	\$18,403.30	Estimated Hours Year 1
Year 2	\$45.34	*	104	=	\$4,715.36	Estimated Hours Year 2
Year 3	\$47.61	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$49.99	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$52.49	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$23,118.66	
	Direct Labor Subtotal before Escalation			=	\$23,004.12	
	Estimated total of Direct Labor Salary Increase			=	\$114.54	Transfer to Page 1

NOTES:

- This assumes that an average of one half year will be worked at the rate on the cost proposal.

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: Denis Henry Title *: CFO

Signature : *Denis Henry* Date of Certification (mm/dd/yyyy): 10/19/2021
Denis Henry (Oct 20, 2021 09:33 PDT)

Email: dhenry@swca.com Phone Number: 602-274-3831

Address: 20 E Thomas Rd. Ste 1700, Phoenix, AZ 85012

*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:

Comprehensive environmental consulting
--

EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

Local Assistance Procedures Manual

EXHIBIT 10-H
Cost Proposal

Exhibit 10-H1 Cost Proposal

Actual Cost-Plus-Fixed Fee Contracts

 Prime Consultant SubconsultantConsultant **HDR | WRECO**Project Name **Monte Road Bridge Preventive Maintenance P**Project No. **RFP #10771**Contract No. **N/A**Date **10/7/2021****DIRECT LABOR**

Classification/Title	Name	Initials	Range	Hours	Initial Hourly Rate	Total
Principal Engineer *	Staff		\$100 - \$120	8	\$102.70	\$ 821.60
Supervising Engineer	Staff		\$85 - \$100	0	\$84.92	\$ -
Senior Geotech Eng	Staff		\$45 - \$80	0	\$69.32	\$ -
Senior Engineer	Staff		\$45 - \$80	12	\$67.83	\$ 813.96
Associate Engineer	Staff		\$35 - \$50	64	\$50.00	\$ 3,200.00
Staff Engineer	Staff		\$25 - \$40	28	\$40.00	\$ 1,120.00
Senior Env. Scientist	Staff		\$45 - \$80	0	\$45.63	\$ -
Associate Env. Scientist	Staff		\$35 - \$50	0	\$42.50	\$ -
Staff Env. Scientist	Staff		\$25 - \$40	20	\$40.00	\$ 800.00
Senior Geologist *	Staff		\$45 - \$80	56	\$61.50	\$ 3,444.00
Associate Geologist	Staff		\$35 - \$50	54	\$50.00	\$ 2,700.00
Staff Geologist	Staff		\$25 - \$40	28	\$40.00	\$ 1,120.00
Senior Biologist *	Staff		\$45 - \$80	4	\$54.87	\$ 219.48
Associate Biologist	Staff		\$35 - \$50	0	\$50.00	\$ -
Staff Biologist	Staff		\$25 - \$40	0	\$40.00	\$ -
Senior Technician	Staff		\$30 - \$50	0	\$34.08	\$ -
Technical Editor/Project	Staff		\$20 - \$50	11	\$32.19	\$ 354.09
				285		\$ 14,593.13

LABOR COSTS

a) Subtotal Direct Labor Costs	\$14,593.13
b) Estimated Salary Increases for Multi-Year Project	\$0.00 (see calculation page attached)
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$14,593.13

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%):	e) Total Fringe Benefits [(c) x (d)]	\$0.00
f) Overhead (Rate: 147.06%):	g) Overhead [(c) x (f)]	\$21,460.66
h) General Administration (Rate: 0.00%):	i) Gen & Admin [(c) x (h)]	\$0.00
	j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$21,460.66

FIXED FEE

k) Fixed Fee (10.0%):	l) TOTAL FIXED FEE [(c) + (j)] x (k)	\$3,605.38
-----------------------	--------------------------------------	------------

CONSULTANT'S OTHER DIRECT COSTS (ODC)

Travel (@ active IRS mileage rate)	1785.7 miles @	\$0.560	\$1,000.00
EDR Report	1 @	\$400.00	\$400.00
Office Misc. and reproductions	1 @	\$250.00	\$250.00
Laboratory (LBP/CrVI samples)	1 @	\$2,000.00	\$2,000.00
CLIA Contractor	1 @	\$950.00	\$950.00
m) TOTAL OTHER DIRECT COSTS			\$4,600.00

n) **SUBCONSULTANT COSTS** (attach detailed cost proposal for each subconsultant)

2nd Tier Sub	\$0.00
2nd Tier Sub	\$0.00
2nd Tier Sub	\$0.00
2nd Tier Sub	\$0.00

\$0.00\$0.00o) TOTAL COST [(c) + (j) + (l) + (m) + (n)] **\$44,259.16**

NOTES:

- Key personnel marked with an asterisk (*).
- Employees subject to prevailing wage marked with two asterisks (**).
- Anticipated salary increases calculation (Item "b") on attached page.
- Note: Invoices will be based upon actual hourly rates plus overhead as shown

CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

EXHIBIT 10-H1 COST PROPOSAL
ACTUAL COST-PLUS-FIXED FEE CONTRACTS
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant HDR | WRECO Contract No. N/A Date 10/7/2021
onte Road Bridge Preventive Maintenance Proj

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
\$ 14,593.13	285	=	\$51.20	Year 1 Avg Hourly Rate

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

	Proposed Escalation =	3.0%				
	Avg Hourly Rate	Proposed Escalation	=			
Year 1	\$51.20	+	3.0%	=	\$52.74	Year 1 Avg Hourly Rate
Year 2	\$52.74	+	3.0%	=	\$54.32	Year 2 Avg Hourly Rate
Year 3	\$54.32	+	3.0%	=	\$55.95	Year 3 Avg Hourly Rate
Year 4	\$55.95	+	3.0%	=	\$57.63	Year 4 Avg Hourly Rate
Year 5	\$57.63	+	3.0%	=	\$59.36	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	100.00%	*	285.0	=	285.0	Estimated Hours Year 1
Year 2	0.00%	*	285.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	285.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	285.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	285.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	285.0	

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	\$51.20	*	285	=	\$14,593.13	Estimated Hours Year 1
Year 2	\$52.74	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$54.32	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$55.95	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$57.63	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$14,593.13	
	Direct Labor Subtotal before Escalation			=	\$14,593.13	
	Estimated total of Direct Labor Salary Increase			=	\$0.00	Transfer to Page 1

NOTES:

- This assumes that an average of one half year will be worked at the rate on the cost proposal.

CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

Local Assistance Procedures Manual

Exhibit 10-H
Cost Proposal

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: Han-Bin Liang, Ph.D., P.E.Title: Vice PresidentSignature: Date of Certification (mm/dd/yyyy): 11/9/2021Email: hanbin_liang@wreco.comPhone Number: (925) 941-0017Address: 1243 Alpine Road, Suite 108, 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:

Hydrology, hydraulics, and ISA services.

CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

Local Assistance Procedures Manual

EXHIBIT 10-H1

Cost Proposal

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 SubconsultantConsultant Whitson and Associates, Inc. dba Whitson EngineersProject No. 3212.05 Monte Road Bridge

Contract No. _____

Date 1/10/2022**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Richard Weber	1	\$134.00	\$ 134.00
Land Surveyor	Thomas Hannah	18	\$60.50	\$ 1,089.00
Associate Surveyor	Ed Pietsch	16	\$39.50	\$ 632.00
2 Person Survey Crew	DIR Chief of Party rate	24	\$152.19	\$ 3,652.56
Administrator	Adam Tucker	6	\$37.00	\$ 222.00

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 5,729.56

b) Anticipated Salary Increases

(see Anticipated Salary Increases page for calculations)

\$ -

c) **Total Direct Labor Costs [(a) + (b)]** \$ **5,729.56****INDIRECT COSTS**

d) Fringe Benefits

(Rate: 29.34%)

e) Total Fringe Benefits [(c) x (d)] \$ 1,681.05

f) Overhead

(Rate: 38.86%)

g) Overhead [(c) x (f)] \$ 2,226.51

h) General and Administrative

(Rate: 59.00%)

i) Gen & Admin [(c) x (h)] \$ 3,380.44

j) **Total Indirect Costs [(e) + (g) + (i)]** \$ **7,288.00****FIXED FEE**k) **TOTAL FIXED FEE [(c) + (j)]* fixed fee 10%** \$ **1,301.76****l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
				\$ -
				\$ -
			\$0.00	\$ -
			\$0.00	\$ -

l) **TOTAL OTHER DIRECT COSTS** \$ -**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1:

\$

(m) **TOTAL SUBCONSULTANTS' COSTS** \$ -(n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$ -**TOTAL COST [(c) + (j) + (k) + (n)]** \$ **14,319.32**

CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

Local Assistance Procedures Manual

EXHIBIT 10-H1
Cost Proposal

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 Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$ 5,729.56	/ 65	= \$88.15	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 \$88.15	+ 5%	= \$92.55	Year 2 Avg Hourly
Year 2 \$92.55	+ 5%	= \$97.18	Year 3 Avg Hourly
Year 3 \$97.18	+ 5%	= \$102.04	Year 4 Avg Hourly Rate
Year 4 \$102.04	+ 5%	= \$107.14	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%	* 65	= 65 Estimated Hours Year 1
Year 2 0.00%	* 65	= 0 Estimated Hours Year 2
Year 3 0.00%	* 65	= 0 Estimated Hours Year 3
Year 4 0.00%	* 65	= 0 Estimated Hours Year 4
Year 5 0.00%	* 65	= 0 Estimated Hours Year 5
Total 100%	Total	= 65

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 \$88.15	* 65	= \$5,729.56 Estimated Hours Year 1
Year 2 \$92.55	* 0	= \$0.00 Estimated Hours Year 2
Year 3 \$97.18	* 0	= \$0.00 Estimated Hours Year 3
Year 4 \$102.04	* 0	= \$0.00 Estimated Hours Year 4
Year 5 \$107.14	* 0	= \$0.00 Estimated Hours Year 5
Total Direct Labor Cost with Escalation	=	\$5,729.56
Direct Labor Subtotal before escalation	=	\$5,729.56
Estimated total of Direct Labor Salary Increase	=	\$0.00

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

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: Kimberley Woltman Title*: CFO

Signature: *Kimberley Woltman* Date of Certification (mm/dd/yyyy): 1/10/2022

Email: kwoltman@whitsonengineers.com Phone Number: 831-649-5225

Address: 6 Harris Court, Monterey, CA 93940

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

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

Consultant's Full Legal Name: Quincy Engineering, Inc.

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

Indirect Cost Rate:

Combined Rate n/a % OR

Home Office Rate 142.95 % and Field Office Rate (if applicable) n/a %

Facilities Capital Cost of Money .16 % (if applicable)

Fiscal period * 1/1/20 - 12/31/20

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

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

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

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

Financial Management System:

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

Our financial management system has the following attributes:

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

CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

Local Assistance Procedures Manual

Exhibit 10-K

Consultant Annual Certification of Indirect Costs and Financial Management System

accounts;

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

Cost Reimbursements on Contracts:

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

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

All A&E Contract Information:

- Total participation amount \$ 69,993,000 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 3.
- Years of consultant's experience with 48 CFR Part 31 is 20.
- Audit history of the consultant's current and prior years (if applicable)

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

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

Name**: Chris K. RayasamTitle**: President/CEOSignature: Date of Certification (mm/dd/yyyy): August 9, 2021Email**: chris.rayasam@murraysmith.usPhone Number**: 503-225-9010

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

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

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

CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

Local Assistance Procedures Manual

Exhibit 10-K

Consultant Annual Certification of Indirect Costs and Financial Management System

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

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

Consultant's Full Legal Name: SWCA, Incorporated dba SWCA Environmental Consultants

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

Indirect Cost Rate:

Combined Rate 159.14 % OR

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

Facilities Capital Cost of Money .27 % (if applicable)

Fiscal period * 01/01/2019-12/31/2019

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

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

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

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

Financial Management System:

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

Our financial management system has the following attributes:

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

CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

Local Assistance Procedures Manual

Exhibit 10-K

Consultant Annual Certification of Indirect Costs and Financial Management System

accounts;

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

Cost Reimbursements on Contracts:

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


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

All A&E Contract Information:

- Total participation amount \$ 44,568,000 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 49.
- Years of consultant's experience with 48 CFR Part 31 is 10+.
- Audit history of the consultant's current and prior years (if applicable)

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

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

Name**: Denis HenryTitle**: CFOSignature: 
Denis Henry (Sep 17, 2020 14:19 PDT)Date of Certification (mm/dd/yyyy): 9/16/2020Email**: dhenry@swca.comPhone Number**: 602-274-3831

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

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

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

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

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

Consultant's Full Legal Name: HDR Engineering, Inc

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

Indirect Cost Rate:

Combined Rate _____ % **OR**

Home Office Rate 147.06 % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money .2536% (if applicable)

Fiscal period * 12/29/2019-12/26/2020

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

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

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

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

Financial Management System:

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

Our financial management system has the following attributes:

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

CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

Local Assistance Procedures Manual

Exhibit 10-K

Consultant Annual Certification of Indirect Costs and Financial Management System

accounts;

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

Cost Reimbursements on Contracts:

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


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

All A&E Contract Information:

- Total participation amount \$ 646,190,000 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 50.
- Years of consultant's experience with 48 CFR Part 31 is 36.
- Audit history of the consultant's current and prior years (if applicable)

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

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

Name**: Holly Kennedy Title**: Senior Vice President
 Signature:  Date of Certification (mm/dd/yyyy): 8/10/2021
 Email**: holly.kennedy@hdrinc.com Phone Number**: 925-974-2617

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

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

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

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

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

Consultant's Full Legal Name: Whitson and Associates, Inc. dba Whitson Engineers

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

Indirect Cost Rate:

Combined Rate 127.20% % **OR**

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

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period *01/01/2020-12/31/2020 _____

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

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

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

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

Financial Management System:

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

Our financial management system has the following attributes:

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

CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

Local Assistance Procedures Manual

Exhibit 10-K

Consultant Annual Certification of Indirect Costs and Financial Management System

accounts;

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

Cost Reimbursements on Contracts:

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

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

All A&E Contract Information:

- Total participation amount \$ 8.9M on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is 5.
- Audit history of the consultant's current and prior years (if applicable)

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

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

Name**: Kimberley Woltman _____

Title**: CFO _____

Signature: Kimberley WoltmanDate of Certification (mm/dd/yyyy): 02/02/2022Email**: kwoltman@whitsonengineers.comPhone Number**: 831-649-5225

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

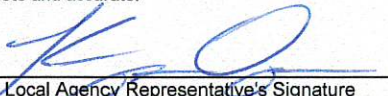

Note: **Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.**

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

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency:	Monterey County	2. Contract DBE Goal:	10%
3. Project Description:	Professional services for the Monte Road Bridge – BPMP Painting Project		
4. Project Location:	Monte Road Bridge at Salinas River (Br. No. 44C-0093)		
5. Consultant's Name:	Quincy Engineering, Inc.	6. Prime Certified DBE:	<input type="checkbox"/>

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Hydraulics/Floodplain/ISA	#30066	WRECO 1243 Alpine Road, Suite 108 Walnut Creek, CA 94596 (925) 941-0017	19.0%

Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	19.0%
17. Local Agency Contract Number: _____	18. Federal-Aid Project Number: <u>BPMP-L-5944(125)</u>		
19. Proposed Contract Execution Date: _____	20. Consultant's Ranking after Evaluation: _____	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
21. Local Agency Representative's Signature  Kyle Dyarna	22. Date <u>02.09.2022</u>	12. Preparer's Signature  Mark Reno, PE	13. Date February 26, 2021
23. Local Agency Representative's Name Project Manager II	24. Phone <u>831.755-5090</u>	14. Preparer's Name Principal Engineer	15. Phone (916) 368-9181
25. Local Agency Representative's Title		16. Preparer's Title	

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

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

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT**CONSULTANT SECTION**

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

LOCAL AGENCY SECTION

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Consultant's Ranking after Evaluation** - Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
- 21. 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.
- 22. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 23. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 24. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 25. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

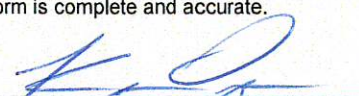
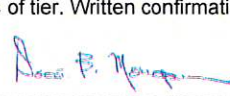
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

Local Assistance Procedures Manual

Exhibit 10-O2
Consultant Contract DBE Commitment

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: Monterey County 2. Contract DBE Goal: 10%
 3. Project Description: Professional services for the Monte Road Bridge - BPMP Painting Project
 4. Project Location: Monte Road Bridge at the Salinas River (Br. No. 44C-0093) in Monterey County
 5. Consultant's Name: Quincy Engineering, Inc. 6. Prime Certified DBE: 7. Total Contract Award Amount: \$309,020.24
 8. Total Dollar Amount for **ALL** Subconsultants: \$123,407.17 9. Total Number of **ALL** Subconsultants: 3

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
See Attached Good Faith Effort Letter			
Local Agency to Complete this Section			
20. Local Agency Contract Number: _____	14. TOTAL CLAIMED DBE PARTICIPATION		\$0
21. Federal-Aid Project Number: <u>BP MPL-5944(125)</u>			0%
22. Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.		
 23. Local Agency Representative's Signature	<u>02.09.2022</u> 24. Date	 15. Preparer's Signature	<u>10/29/21</u> 16. Date
<u>Kyle Oyama</u> 25. Local Agency Representative's Name	<u>831.755.9090</u> 26. Phone	<u>Dace Morgan</u> 17. Preparer's Name	<u>503-836-3915</u> 18. Phone
<u>Project Manager II</u> 27. Local Agency Representative's Title		<u>Senior Engineer</u> 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.

EXHIBIT 10-Q: DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action:
 a. contract
 b. grant
 c. cooperative agreement
 d. loan
 e. loan guarantee
 f. loan insurance

2. Status of Federal Action:
 a. bid/offer/application
 b. initial award
 c. post-award

3. Report Type:
 a. initial
 b. material change
For Material Change Only:
 year ____ quarter ____
 date of last report ____

4. Name and Address of Reporting Entity
 Prime Subawardee
 Tier _____, if known
 Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
 Congressional District, if known

6. Federal Department/Agency:
7. Federal Program Name/Description:
 CFDA Number, if applicable _____

8. Federal Action Number, if _____

10. Name and Address of Lobbyist (If individual, last name _____)
 (attach Continuation Sheet(s) if necessary)

THIS FORM IS NOT APPLICABLE TO QUINCY ENGINEERING, INC. BUSINESS PRACTICES AS THE FIRM DOES NOT ENGAGE IN LOBBYING ACTIVITIES.

12. Amount of Payment (check all that apply)
 \$ _____ actual planned

13. Form of Payment (check all that apply):
 a. cash
 b. in-kind; specify: nature _____
 Value _____

14. Type of Payment (check all that apply)
 a. retainer
 b. one-time fee
 c. commission
 d. contingent fee
 e. deferred
 f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:
 (attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: Yes No

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: R. Brent Lemon
 Print Name: R. Brent Lemon, PE
 Title: Regional Manager
 Telephone No.: (916) 368-9181 Date: 2/26/2021

Authorized for Local Reproduction
 Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

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 10/29/21 **PE**CE

Federal-aid Project No(s). BP MPL-5944(125) Bid Opening Date _____ CON

The County of Monterey established a Disadvantaged Business Enterprise (DBE) goal of 10 % 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
N/A	

- 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	1/22/21	

EXHIBIT B – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

Local Assistance Procedures Manual

Exhibit 15-H
Proposer/Contractor Good Faith Effort

- 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 & ISA	N		\$61,874	19.00%
				0.00%
				0.00%
				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:

N/A

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

WRECO, 1243 Alpine Road, Suite 108, Walnut Creek, CA 94596
925-941-0017

- 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:

N/A

CAPTION B -- FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

Local Assistance Procedures Manual

Exhibit 15-H
Proposer/Contractor Good Faith Effort

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:

N/A

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

Name of Agency/Organization	Method/Date of Contact	Results
-----------------------------	------------------------	---------

N/A

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

See Attached Good Faith Effort letter regarding WRECO's loss of DBE certification

EXHIBIT C – REVISION TO PARAGRAPH 8, INDEMNIFICATION, AND PARAGRAPH 11, NON-DISCRIMINATION, AND ADDITION OF PARAGRAPH 16, COMPLIANCE WITH APPLICABLE LAWS, AND PARAGRAPH 17, CONSENT TO USE OF ELECTRONIC SIGNATURES, TO 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.

EXHIBIT C – REVISION TO PARAGRAPH 8, INDEMNIFICATION, AND PARAGRAPH 11, NON-DISCRIMINATION, AND ADDITION OF PARAGRAPH 16, COMPLIANCE WITH APPLICABLE LAWS, AND PARAGRAPH 17, CONSENT TO USE OF ELECTRONIC SIGNATURES, TO AGREEMENT

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.

16. COMPLIANCE WITH APPLICABLE LAWS

16.01 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.

16.02 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 of the performance of the Services.

16.03 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.

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 U.S.C. 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

EXHIBIT C – REVISION TO PARAGRAPH 8, INDEMNIFICATION, AND PARAGRAPH 11, NON-DISCRIMINATION, AND ADDITION OF PARAGRAPH 16, COMPLIANCE WITH APPLICABLE LAWS, AND PARAGRAPH 17, CONSENT TO USE OF ELECTRONIC SIGNATURES, TO AGREEMENT

transmission or by delivery of a scanned counterpart in portable document format (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 portable format (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.

**EXHIBIT D – INCORPORATION OF RFP #10771, ADDENDUM NO. 1 TO RFP #10771
AND PROPOSAL DOCUMENTS**

The County invited submittals to Request for Proposals (RFP) through RFP #10771, to provide bridge design services for the Monte Road Bridge Preventative Maintenance Painting Project (Project). Quincy Engineering, Inc. submitted a responsive and responsible Proposal to perform the services listed in RFP #10771. County selected Quincy Engineering, Inc. to provide these bridge design services for the Project.

RFP #10771, including Addendum No. 1 to RFP #10771, and the Proposal submitted by Quincy Engineering, Inc. are hereby incorporated into this Agreement by this reference.