

ATTACHMENT A

**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:  
Kimley-Horn and Associates, Inc.,  
(hereinafter "CONTRACTOR").

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

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:  
Provide professional engineering services for a Countywide Roadway Safety Signing and Striping Audit

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 \$ 575,419.84.

3. **TERM OF AGREEMENT.** The term of this Agreement is from July 25, 2017 to July 25, 2020, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

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

- Exhibit A** Scope of Services/Payment Provisions
- Exhibit B Federal Provisions
- Exhibit C Incorporation of Request for Proposals (RFP) #1145, Addendum No. 1 to RFP #1145 and Proposal Documents

5. **PERFORMANCE STANDARDS.**

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

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

\*Approved by County Board of Supervisors on \_\_\_\_\_.

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

## 6. PAYMENT CONDITIONS.

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

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

## 7. TERMINATION.

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

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

## 8. INDEMNIFICATION.

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

8.02 Indemnification for Design Professional Services Claims:

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

8.03 Indemnification for All Other Claims or Loss:

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

**9.0 INSURANCE.**

9.01 Evidence of Coverage:

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

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

9.02 Qualifying Insurers:

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

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

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

Modification (Justification attached; subject to approval).

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

Modification (Justification attached; subject to approval).

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

Modification (Justification attached; subject to approval).

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

Modification (Justification attached; subject to approval).

#### 9.04 Other Insurance Requirements.

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

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

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

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

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

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

## 10. RECORDS AND CONFIDENTIALITY.

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

- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.
11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations, which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.
12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.
13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability, which County may incur because of CONTRACTOR's failure to pay such taxes.

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

FOR COUNTY:	FOR CONTRACTOR:
Dalia Mariscal-Martinez, Management Analyst II	Matt Weir, P.E., T.E., PTOE, Project Manager
Name and Title	Name and Title
County of Monterey, Resource Management Agency 1441 Schilling Place, South 2nd Floor Salinas, California 93901-4527	Kimley-Horn and Associates, Inc. 555 Capitol Mall, Suite 300 Sacramento, California 95814
Address	Address
(831) 755-8966	(916) 858-5800
Phone	Phone

15. **MISCELLANEOUS PROVISIONS.**

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

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

This space is left blank, intentionally.



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

**COUNTY OF MONTEREY**

**CONTRACTOR**

By: \_\_\_\_\_  
Purchasing Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Department Head (if applicable)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

Date: \_\_\_\_\_

Approved as to Form

By: [Signature]  
County Counsel

Date: Deputy, 7-10-17

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

By: [Signature]  
Auditor/Controller

Date: 7-10-17

Approved as to Liability Provisions<sup>3</sup>

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

Kimley-Horn and Associates, Inc.  
Contractor's Business Name\*

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

Anthony Podegracz, PE C67749, Vice President  
Name and Title

Date: July 5<sup>th</sup>, 2017

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

Matthew D. Weir, PE C70216, Assistant Secretary  
Name and Title

Date: 7/6/2017

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

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

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

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

<sup>3</sup>Approval by Risk 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**

**Kimley-Horn and Associates, Inc., hereinafter referred to as "CONTRACTOR"  
for**

**Countywide Roadway Safety Signing and Striping Audit (RSSA), hereinafter referred to as "Project"**

**PROJECT UNDERSTANDING**

**Project Background**

County performs an annual traffic safety analysis of County maintained roadways on a regular basis. This safety analysis allows County to identify high collision concentration locations which in turn results in a safety evaluation of the top locations. County has found through the traffic safety evaluations completed since the start of the Traffic Accident Analysis System (TAAS) that many of the upgrade/modification recommendations which result from said evaluations involve warning sign compliance with the 2014 California Manual of Uniform Traffic Control Devices (CMUTCD) and California Department of Transportation (Caltrans) Highway Design Manual (HDM) standards. County has identified this as a top safety priority due to the high effectiveness of this improvement as well as compliance with regulatory standards. Therefore, a Roadway Safety Audit (RSA) and sign upgrades are necessary to be completed for twenty-nine (29) roadways within the County.

**Project Description**

The focus of this Project is to perform a RSA specifically focused on intersection control and warning signage on the selected roadways, as well as the existing passing zones to determine if they should be modified by closing off all or portions of these roadways. The goal of the RSA is to correct deficiencies in the County's roadway system. In reviewing the collisions and roadways, there is a need to evaluate the size and placement of warning and right-of-way signage. The evaluation could potentially recommend placement of new signage in the influence area of any collision along these roadways. Cross over collisions and run off road collisions have occurred in locations where passing zones exist. The following list of roadways shall be evaluated along the entire limits:

- |                         |                        |
|-------------------------|------------------------|
| Abbott Street           | Hall Road              |
| Alisal Road             | Las Lomas Drive        |
| Arroyo Seco             | Laureles Grade         |
| Blackie Road            | Maher Road             |
| Blanco Road             | Metz Road              |
| Cachagua Road           | Old Stage Road         |
| Carmel Valley Road      | Reservation Road       |
| Castroville Boulevard   | River Road             |
| Cattlemen Road          | Salinas Road           |
| Corral De Tierra        | San Benancio Road      |
| Crazy Horse Canyon Road | San Juan Grade Road    |
| Davis Road              | San Juan Road          |
| Echo Valley Road        | San Miguel Canyon Road |
| Elkhorn Road            | Werner Road            |
| Espinosa Road           |                        |

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

### SCOPE OF SERVICES

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

#### A. Items of Work

County contracts with the CONTRACTOR to provide all required engineering services and technical expertise in order to generate all necessary documents in order to complete the construction phase of the Project. The intent of the proposed single Professional Services Agreement (PSA), which results from Request for Proposals (RFP) #1145, is to have CONTRACTOR develop a comprehensive assessment of the roadway network identified and to provide recommendations that pertain to the replacement or relocation of existing signs, installation of new signs, and replacement of existing striping with Caltrans Striping Detail 22 where warranted. The work product shall meet the minimum requirements identified herein.

CONTRACTOR shall prepare all the construction Plans, Specifications, and Engineer's Cost Estimate (PS&E) in English units and in accordance with the latest editions from the following design standards and design criteria:

#### Design Standards

- Caltrans HDM
- Monterey County Land Development Manual and General Specifications
- 2014 CMUTCD
- Special Policies amending the Traffic Manual by Caltrans District 3
- Caltrans Standard Plans and Specifications
- Caltrans Standard Special Provisions

#### Proposed Design Speed Limits

County will furnish additional data as necessary.

#### A.1 Design Considerations

- Avoid or minimize impacts to sensitive environment areas. CONTRACTOR shall use information from County in order to avoid impacts to these areas.

CONTRACTOR shall further:

1. Conduct field reviews of each roadway listed above with an emphasis on sign review. Field reviews shall include, but are not limited to, identification of sign class, location of sign in relation to the roadway [using Global Positioning System (GPS) coordinates in North American Datum of 1983 (NAD83)], etc. Field reviews shall include digital photographs of each sign and location.
2. Conduct studies as needed to determine compliance with the 2014 CMUTCD, Caltrans HDM, California Standard Plans and Specifications, and other applicable guidelines. Studies shall include, but are not limited to, retro-reflectivity measurements, "ball bank" indicator studies (for curve warning signage), warrants for site specific signing or metal beam guard rails, etc.

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

3. CONTRACTOR shall utilize existing sign inventory information from County where applicable (i.e. Post Mile reference and unique sign identification).
4. Engineering and Traffic Studies related to establishing speed limits are NOT included in the audit, although CONTRACTOR shall utilize existing County studies to ensure roadways have the appropriate speed limit signs.
5. Street name signs are NOT included in the audit, although advanced warning signs for various higher volume side streets may be considered in the analysis.
6. Field reviews shall consider all roadway deficiencies (i.e. insufficient lane width, striping deficiencies, etc.) in the audit process which would necessitate the addition of new signing or relocation of existing signing.
7. The data collection and the attributes listed above shall be geocoded or digitized in some manner for inclusion as a layer on County's Geographic Information System (GIS). County currently utilizes the ESRI ArcGIS (version 10.2.2) software. County anticipates using this data in its GIS database for scheduling future sign replacements, inventorying sign locations and conditions, etc.
8. Develop a document (study) that outlines the findings from the field reviews and studies. This study shall include locations where signs need to be added, relocated or replaced (i.e. new curve warning sign).
9. Prioritize these findings in the document based on deficiencies. This prioritization shall include cost estimates and shall be categorized on a corridor or road segment basis. Deficiencies shall be based on the following categories numbered from one (1) to three (3) with one (1) being the top priority.
  - 9.1 Install/upgrade signs with new fluorescent sheeting (regulatory or warning) in order to comply with the standards listed below in item 14, "Standards".
  - 9.2 Installation of chevrons around horizontal curves to comply with the same standards.
  - 9.3 Installation of advanced curve warning signs/advisory speed plates to comply with the same standards.
10. Conduct sight distance analysis (stopping and passing) at new and relocated sign locations to ensure sufficient sight distance and incorporate recommendations into the document.
11. The document shall be completed in a format that County can easily utilize in the preparation of a construction bid package.
12. County shall consider additional optional services for the full PS&E package.
13. Obtain 2010 through 2015 County TAAS Safety Reports and incorporate study recommendations for each roadway corridor into the RSA Final Study Report.

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

### A.2 Design Standards

All design work shall be completed in accordance with the latest editions from the following design standards:

- Caltrans HDM
- Monterey County Land Development Manual and General Specifications
- Caltrans Traffic Manual
- Special Policies amending the Traffic Manual by Caltrans District 5
- Caltrans Standard Plans and Specifications, most recent version
- Caltrans Standard Special Provisions,
- CMUTCD, most recent version
- Quality Control Review

#### (1) Quality Control Review

CONTRACTOR shall conduct quality control reviews by its selected senior staff members with appropriate experience and expertise. In the review, CONTRACTOR staff will scrutinize and question the major elements of the design for adequacy of response to the major design challenges and conformance to the accepted design practices.

#### (2) Submit Documents to County for Review

CONTRACTOR shall provide the following at each review submittal:

- Three (3) sets of half-size prints of the drawings and one set (1) electronically (in PDF format)
- One (1) set of the Opinion of Probable Construction Costs (OPCC) (in PDF format)
- One (1) set of Project Special Provisions

#### (3) Annotate Review Comments

County shall provide electronic review comments for each submittal in a mutually acceptable format. County shall consolidate the review comments into a single document that shall be reviewed by County in order to provide consistent direction to CONTRACTOR and avoid duplicate comments.

CONTRACTOR shall provide written responses to all comments provided by County.

##### i. Design Development and Advanced Design 35% and 65%

All design drawings shall be half-size, 11" wide and 17" long.

Each design submittal package will contain development of the following:

- Signing Plans

##### ii. Construction Documents 100% and Final

The Construction Documents shall be based on County approved Design Development Plans. The Construction Documents shall be submitted at 100% and Final completion levels. Final drawing dimensions shall be 11" wide and 17" long on a standard County title block. The horizontal scale of the drawings shall be approved by County. The Final Plans shall consist of a complete set of documents which include information necessary for prospective bidders to comprehend and bid the work. The plans will be stamped by a Professional Engineer licensed in the State of California.

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

### 1. Cover Sheet

The cover sheet shall include the following:

- (a) Project Title and Project Number
- (b) Area Map
- (c) Location Map
- (d) Vicinity Map
- (e) Drawing Index
- (f) General Notes
- (g) Record Drawings Note

### 2. Signing Plans

CONTRACTOR shall prepare signing plans. The plans shall include:

- (a) Sign Locations
- (b) Details
- (c) General Notes
- (d) Construction Notes
- (e) Size and Location of Signs
- (f) Sign Specifications and Classification

### 3. Special Provisions

CONTRACTOR shall prepare Final Special Provisions based on Caltrans Standard Specifications, Revised Standard Specifications, and Standard Special Provisions.

### 4. Finalize PS&E

CONTRACTOR shall finalize the plans and OPCC in response to County comments. CONTRACTOR shall make such minor changes or revisions in the detail of the work as may be required by County.

CONTRACTOR shall submit final original documents to County as follows:

- (a) One (1) set of half-sized drawings bearing the engineer's stamp and seal on each drawing.
- (b) One (1) electronic version of the final quantity and OPCC, plans, and Project manual.

### A.3 Assurance of Designated Project Team

CONTRACTOR shall assure that the CONTRACTOR's designated Project team, including subcontractors (if any), is used for this Project. Departure or reassignment of, or substitution for, any member of the designated Project team or subcontractor(s) shall not be made without the prior written approval of County.

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

### TASKS

Project related services shall include the following tasks:

#### **Task 1: Phase I – Sign Audit**

##### **1.1– Develop Quality Assurance (QA)/Quality Control (QC) Plan**

At the onset of the Project, CONTRACTOR shall prepare and implement a Project specific QA/QC Plan that will outline QA/QC procedures for Project deliverables, budgets, and schedules. CONTRACTOR's formal QA/QC program is based upon assigning experienced, senior professionals, who are otherwise qualified to conduct a particular project, to serve only in a quality control role. CONTRACTOR's depth allows us to provide such personnel, and their role provides the Project with a fresh perspective and critical eye. This benefits the Project in obvious, numerous ways. CONTRACTOR's internal QA/QC program shall include:

- An internal kickoff meeting shall be held with key team members to clearly define the scope, subtask responsibilities, schedules (including QA/QC reviews), and critical milestones and goals.
- Supporting calculations, text, or data used to develop a Project element shall be signed and dated by the individual involved when the work is performed.
- All telephone conversations and meetings shall be documented, and accurate files of all correspondence and memoranda shall be maintained.
- Documents shall be reviewed and/or checked by CONTRACTOR's Quality Review Team who are not directly performing the work.
- The Project Manager shall check for clarity, accuracy, completeness, and scope compliance. Any follow-up activity required shall be noted and initiated as appropriate.
- The Project Manager shall maintain an inventory of comments received during the course of the Project. This data will be fed into CONTRACTOR's checklist system, which shall identify the person responsible for dealing with the comment, the schedule for addressing the comment, and the status of disposition.
- The QA/QC program shall include reviews conducted prior to all submittals at each stage in the Project.

##### **1.2 - Project Management and Meetings**

This task includes general Project administration, including management of CONTRACTOR's Project staff and subcontractors, QC, and Project accounting. This scope of service shall be completed over a period of four (4) months.

CONTRACTOR shall be entitled to rely on the completeness and accuracy of all information provided by County. County shall provide all information requested by CONTRACTOR during the Project, including but not limited to the following:

- TAAS Safety Reports
- Speed limit data not readily available through County's website

##### **1.2.1 Kick-Off Meeting**

Upon receipt of a Notice to Proceed (NTP), CONTRACTOR shall coordinate and attend a Project kick-off meeting with County staff. The primary purpose of this coordination step shall be to confirm County's expectations of the Project, to identify and discuss critical issues, and to establish a mutually acceptable Project schedule.

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

CONTRACTOR shall participate in one (1) additional face-to-face meeting with County staff. This meeting shall coincide with the draft report deliverable. Meeting participation includes preparation, coordination, attendance, and documentation.

### 1.2.2 Field Review of Existing Signs

CONTRACTOR's team shall perform the following activities to collect the existing field data necessary to complete this evaluation. These efforts are based on the following primary assumptions:

- Up to approximately two hundred fifty (250) miles are included in this evaluation.
  - Regulatory and Warning signs are included.
  - Street name signs are excluded.
  - Object markers are excluded.
- Engineering and Traffic Studies to establish speed limits are not included.
- Limited consideration for stopping and corner sight distance at roadway/driveway connections.
- Limited consideration for stopping/passing sight distance analyses.

The following are the anticipated data collection activities:

- **Site observations by Registered Engineer(s):** The primary purpose of this effort shall be to observe existing conditions and data collected using other methods, and perform a limited number of sight distance observations. A portion of this effort may be completed at night.
- **Sign Inventory using Mobile Light Detection and Ranging (LiDAR) Scanning:** Mounted to the bed of a pickup truck, the field vehicle shall travel lanes in both directions of the entire Project area. This survey shall enable the identification of sign attributes, as well as a rich data set that includes roadway conditions and features such as pavement conditions, lane widths, relative cross slopes, above ground utility locations, striping wear, etc.
- **Horizontal Curve Evaluation using Curve Advisory Reporting System (CARS) Electronic Ball Bank Indicator System:** Rieker's CARS shall be mounted to the Mobile LiDAR pickup truck to enable efficient collection of robust horizontal curve data.
- **Retro-reflectivity Observations:** The simplest method to collect retro-reflectivity is through a night time visual assessment, which CONTRACTOR has assumed with this scope. The findings of the night time assessment shall be integrated with the aforementioned sign inventory and curve evaluations to facilitate a comprehensive database of sign and roadway attributes.
- **Passing Zone (Detail 22) Assessment:** To facilitate assessment of passing zones, centerline and fog line striping shall be extracted from LiDAR point cloud data. Striping shall be classified by detail type and location. Further, a 3D surface model of the pavement shall be generated, to allow for sightline evaluation across the vertical profile.

#### *Task 1 Deliverables:*

- QA/QC Plan
- Kick-Off Meeting Agenda and Summary
- Electronic Sign Inventory (in Microsoft (MS) Excel format)
- ESRI GIS Shapefile(s)



## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

### **Task 2: Phase II – Sign Proposals and Recommendations**

#### **2.1 – New Sign Recommendations, Upgrades, and Relocations**

Using the existing, readily available County collision and speed data (per Task 1), and based on field observations and review of the attributes collected in Task 1.2.2, CONTRACTOR's team shall perform an evaluation of the existing warning signing along the subject corridors. This evaluation shall be primarily based on current published standards, guidance, and requirements per the 2014 CMUTCD, Caltrans' HDM, and other applicable County and/or Caltrans documentation.

The focus of this evaluation shall be prioritized as follows:

1. High accident locations as evident by the review of County collision data
2. Deficient locations as determined by field observations, visual evidence, and/or information provided by County
3. Locations with severe horizontal and/or vertical curvature
4. All others with a focus on uniform application of improvements and enhancements. Additional considerations include: application of guardrail, stopping/corner sight distance, and advance warning for high volume side streets

CONTRACTOR shall prepare a Draft RSSA Project Report in which the following information shall be included:

- Overview of existing conditions including field observations, sign inventory findings, horizontal curve data, roadway striping conditions, and retro-reflectivity information
- Prioritized list of improvements, including cost estimates, anticipated to include both relocations/modifications to existing conditions, and recommendations for new devices
- Graphics/exhibits depicting existing conditions and recommended improvements

The Draft RSSA Project Report shall be submitted electronically (in PDF format) to County for review and comment. CONTRACTOR shall produce a Final RSSA Project Report based on one (1) set of consolidated, non-conflicting comments received from County on the Draft Report. CONTRACTOR shall prepare and submit an electronic (in PDF format) and up to four (4) bound hard copies of the Final Report. The Final Report deliverable shall also include a GIS layer in which the attributes of the corridors' signs are provided.

#### *Task 2 Deliverables:*

- Draft RSSA Project Report (in PDF format)
- Final RSSA Project Report (in PDF format and up to four (4) hard copies)
- GIS shapefile reflecting attributes for the subject traffic devices

### **Task 3: Phase III – Deliver Specifications and Estimate (S&E)**

CONTRACTOR shall prepare S&E and (OPCC) for the implementation of the signing and striping recommendations finalized per Task 1 and Task 2. The preparation of the S&E shall be performed in accordance with applicable, published standards at the initiation of this task, including: Caltrans' HDM, Monterey County's *Roadway Design Standards and Standard Details, 2014 CMUTCD*, and Caltrans' Standard Special Provisions.

For the purposes of this scope, the exhibits prepared as part of Task 2 shall be used to graphically depict the signing and striping recommendations. Accordingly, this task does not include the preparation of sealed signing and striping plans.

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

As appropriate, each deliverable shall include the following:

- One (1) set of the OPCC (in PDF format)
- One (1) set of the Special Provisions, as defined in section A.2 above, in MS Word format

### 3.1 – Construction Documents (100% S&E and Final S&E)

CONTRACTOR shall prepare and submit 100% S&E and Final S&E to County for review and approval. CONTRACTOR shall respond to one (1) set of consolidated, non-conflicting comments on the 100% S&E submittal in the Final S&E.

### **Task 4: Phase III – Deliver Plans**

If requested and authorized by County, CONTRACTOR shall prepare signing and striping plans (Plans) for the implementation of the signing and striping recommendations finalized per Task 1 and Task 2, and to build upon the S&E developed in Task 3. The preparation of the Plans shall be performed in accordance with applicable, published standards at the initiation of this task, including: Caltrans' *HDM*, Monterey County's *Roadway Design Standards and Standard Details, 2014 CMUTCD*, and Caltrans' Standard Special Provisions.

For the purposes of this scope, CONTRACTOR assumes that approximately half (1/2) of the total number of signs inventoried shall be recommended for relocation or new installation. CONTRACTOR's Project team shall develop placement criteria and PS&E for up to 2,750 signs for which both advance and lateral placement shall be identified.

As appropriate, each deliverable shall include the following:

- Half-size prints of the drawings (in PDF format)

### 4.1 – Design Development (35% Plans)

CONTRACTOR shall prepare and submit Design Development level plans to County for review and comment. CONTRACTOR shall respond to one (1) set of consolidated, non-conflicting comments in the Advanced Design plans.

### 4.2 – Advanced Design (65% Plans)

CONTRACTOR shall prepare and submit Advanced Design level plans to County for review and comment. CONTRACTOR shall respond to one (1) set of consolidated, non-conflicting comments in the 100% PS&E.

### 4.3 – Construction Documents (100% Plans and Final Plans)

CONTRACTOR shall prepare and submit 100% Plans and Final Plans to County for review and approval. CONTRACTOR shall respond to one (1) set of consolidated, non-conflicting comments on the 100% Plans submittal in the Final Plans.

## **A.2 Deliverables**

Submittals shall include, but not be limited to, the database identifying recommendations for changes that need to be made to signage and striping in accordance with the 2014 CMUTCD and Caltrans HDM requirements particularly in regards to the placement and sign size based on prevailing speeds of the roadway.

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

CONTRACTOR shall produce the deliverables (written reports, installed products, etc.) outlined in this scope. A schedule of deliverables shall be prepared by Contractor following the Kick-off meeting described under Task 1.2.1

All written reports required under this Agreement must be delivered according to the defined scope to the following individual in accordance with the schedule above:

Mohammad Qureshi, Ph.D., P.E., T.E., Traffic Engineer  
County of Monterey, Resource Management Agency  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527  
Email: qureshim@co.monterey.ca.us

### B. PAYMENT PROVISIONS

#### B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$575,419.84 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR's compensation for services rendered shall be based on the rates included in the attached Cost Proposal.

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/auditor/pdfs/County Travel Business Expense Policy 12-5-12.pdf](https://www.co.monterey.ca.us/auditor/pdfs/County_Travel_Business_Expense_Policy_12-5-12.pdf) To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

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

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

Payment shall be based upon the satisfactory acceptance of the invoiced work provided by the CONTRACTOR.

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, Payment Conditions, and Exhibit B, Federal Provisions, of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number (to be issued after execution of this Agreement), Project name and associated Delivery Order number (to be issued after execution of this Agreement), and an original hardcopy shall be sent to the following:

County of Monterey  
Resource Management Agency (RMA) – Finance Division  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527

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

Any questions pertaining to invoices under this Agreement shall be directed to the RMA – Finance Division at (831) 755-4800.

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

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

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

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

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Kimley-Horn and Associates, Inc.  
 Roadway Safety and Signing and Striping Audit  
 Project No. 1145  
 June 16, 2016

LABOR CATEGORY	KEY PERSONNEL	RATE *	Task 1: Sign Audit		Task 2: Sign Proposals and Recommendations		Task 3: Deliver SME		Task 4: Deliver Plans		TOTAL HOURS	TOTAL LABOR COST	
			HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST			
Sr. Professional I (P/M)	Weir	\$ 228.00	60	\$ 13,680.00	110	\$ 25,080.16	20	\$ 4,560.00	60	\$ 13,680.00	250	\$ 57,000.17	
Sr. Professional I	Pulliam	\$ 237.37	20	\$ 4,747.45	40	\$ 9,494.91	10	\$ 2,373.73	10	\$ 2,373.73	80	\$ 18,989.82	
Principal in Charge	Venter	\$ 278.69	2	\$ 557.38	4	\$ 1,114.76	2	\$ 557.38	2	\$ 557.38	10	\$ 2,786.90	
Professional I	Chau/Gregerson	\$ 131.71	160	\$ 21,074.04	500	\$ 65,856.36	80	\$ 10,537.02	320	\$ 42,248.07	1,060	\$ 139,615.49	
Analyst	Alf/Garcia/Cryer/Garcia	\$ 112.23	250	\$ 28,057.50	650	\$ 72,949.20	140	\$ 15,712.14	360	\$ 40,402.64	1,400	\$ 157,121.36	
Project Support	Burkin/Hengl/Gregorio	\$ 125.24	20	\$ 2,504.80	40	\$ 5,009.59	10	\$ 1,252.40	10	\$ 1,252.40	80	\$ 10,019.18	
Labor Escalation												\$ 13,493.66	
LABOR TOTAL			512	\$ 70,821.14	1,344	\$179,504.99	282	\$ 94,992.69	782	\$ 100,454.30	2,880	\$ 399,026.79	
<b>TOTAL LABOR COST</b>													
<b>OTHER DIRECT COSTS</b>													
DESCRIPTION		UNIT COST	UNIT	COST	UNIT	COST	UNIT	COST	UNIT	COST	UNIT	COST	TOTAL OTHER DIRECT COST
Mark Thomas & Company (Subconsultant)													\$ 175,819.05
Pigas Plots/Reproduction				\$0		\$0		\$0		\$0		\$0	\$500.00
TOTAL OTHER DIRECT COST				\$0		\$0		\$0		\$0		\$0	\$ 175,819.05
<b>TRAVEL</b>													
DESCRIPTION		UNIT COST	UNIT	COST	UNIT	COST	UNIT	COST	UNIT	COST	UNIT	COST	TOTAL TRAVEL
Vehicle Mileage		@ Current IRS Rate	1,000	\$575									\$ 575.00
TOTAL TRAVEL COST				\$575									\$ 575.00
TOTAL TRAVEL COST				\$71,196.1		\$179,504.99		\$94,992.69		\$100,914.30			\$ 575,419.94
Total Cost:												\$ 575,419.94	

\*The rates shown are rounded. The rates are actually fractionally higher and are entered this way so that the total cost listed on the 10-H and this cost sheet match.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Kimley-Horn and Associates, Inc.  
 Roadway Safety and Signing and Striping Audit  
 Project No. 1145  
 June 16, 2016

LABOR CATEGORY	KEY PERSONNEL	RATE	Task 1: Sign Audit		Task 2: Sign Proposals and Recommendations		TOTAL HOURS	TOTAL LABOR COST
			HOURS	COST	HOURS	COST		
			Survey Manager III	Matt Stringer	\$ 207.27	32		
Surveyor	Erik Keethe	\$ 96.99	380	\$ 36,855.98	20	\$ 1,939.79	400	\$ 38,795.77
Project Surveyor I	Ryan	\$ 136.93	72	\$ 9,858.69	8	\$ 1,095.41	80	\$ 10,954.10
Lead Survey Technician		\$ 119.81	40	\$ 4,792.42	40	\$ 4,792.42	80	\$ 9,584.84
Survey Technician		\$ 68.46	100	\$ 6,846.31	100	\$ 6,846.31	200	\$ 13,692.62
Administrator II		\$ 77.02	36	\$ 2,772.76	4	\$ 308.08	40	\$ 3,080.84
Project Coordinator		\$ 78.45	20	\$ 1,568.95	4	\$ 313.79	24	\$ 1,882.74
LABOR TOTAL			680	\$ 69,327.81	184	\$ 16,953.98	864	\$ 86,281.79
<b>TOTAL LABOR COST</b>								
<b>OTHER DIRECT COSTS</b>								
DESCRIPTION	UNIT COST	UNIT	COST	UNIT	COST	UNIT	COST	TOTAL OTHER DIRECT COST
Rieker CARS Ball Bank Unit	\$ 140.00	20	\$ 2,800.00					\$ 2,800.00
Hotel	\$ 74.00	20	\$ 1,480.00					\$ 1,480.00
Per Diem	\$ 66,756.26	1	\$ 66,756.26					\$ 66,756.26
Subconsultant			\$ 89,036				\$ 0	\$ 89,036.26
OTHER DIRECT COSTS TOTAL								\$ 89,036.26
<b>TOTAL OTHER DIRECT COST</b>								
<b>TRAVEL</b>								
DESCRIPTION	UNIT COST	UNIT	COST	UNIT	COST	UNIT	COST	TOTAL TRAVEL
Vehicle Mileage			\$ 0				\$ 0	\$ 0
LABOR TOTAL								\$ 0
TOTAL TRAVEL COST								\$ 0
COST by TASK:			\$158,364		\$16,954			Total Cost: \$ 175,318.05

\*The rates shown are rounded. The rates are actually fractionally higher and are entered this way so that the total cost listed on the 10-H and this cost sheet match.

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

In compliance with Request for Proposals (RFP) #1145, to Provide Professional Engineering Services for Countywide Roadway Safety Signing and Striping Audit Project No. 1145, Section 12.0, Agreement to Terms and Conditions, if the Project for which the CONTRACTOR is ultimately hired for is funded with Federal Highway Administration (FHWA) funds, the CONTRACTOR will be required to comply with Federal Provisions. Federal Provisions, Exhibit B, attached hereto, shall be completed for the Project by CONTRACTOR and submitted to County for approval prior to County issuing CONTRACTOR with a Notice to Proceed for the Project.

Completion of Federal Provisions, Exhibit B, is not required for projects not utilizing FHWA funds.

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

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**Article I Contact Information**

County Project Manager

Name: Mohammad Qureshi, Ph.D., P.E., T.E.

Title: Traffic Engineer

Address: 1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527

Telephone Number: (831) 796-3009

Contractor Project Manager

Name: Matt Weir, P.E., T.E., PTOE

Title: Project Manager

Address: 555 Capitol Mall, Suite 300  
Sacramento, California 95814

Telephone Number: (916) 858-5800

**Article II Terms**

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

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

The selected option shall apply to this contract:

Option 1 – For standard contracts:

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

Option 2 – for on-call contracts:

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

**MANDATORY FISCAL AND FEDERAL PROVISIONS**

**Article IV Performance Period (Verbatim)**

- A. This contract shall go into effect on 07/25/17, contingent upon approval by COUNTY, and CONTRACTOR shall commence work after notification to proceed by COUNTY Contract Administrator. The contract shall end on 07/25/20, unless extended by contract amendment.

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

- 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.

**Article V Allowable Costs and Payments (Verbatim)**

The selected option shall apply to this contract:

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

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

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

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

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

the schedule set forth in the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.

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

County of Monterey  
Resource Management Agency  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527  
Attn: Finance Division

- H. The total amount payable by COUNTY including the fixed fee shall not exceed \$(Amount).
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by COUNTY's Contract Administrator.
- For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
- J. All subcontracts in excess of \$25,000 shall contain the above provisions.
- Option 2 – Cost per Unit of Work (Use Exhibit 10-H Example #3 for Cost Proposal Format)
- A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONTRACTOR for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.
- B. The specified rate to be paid for vehicle expense for CONTRACTOR's field personnel shall be \$(Amount) per approved Cost Proposal. This rate shall be for a fully equipped vehicle, with radio and flashing yellow light (if needed), as specified in Article II of this contract.

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

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

County of Monterey  
Resource Management Agency  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527  
Attn: Finance Division

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

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

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

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

- A. CONTRACTOR will be reimbursed for hours worked at the hourly rates specified in CONTRACTORs Cost Proposal in Exhibit A of this Agreement. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.
- B. In addition, CONTRACTOR will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONTRACTOR through issuance of Task Orders.
- D. After a project to be performed under this contract is identified by COUNTY, COUNTY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a COUNTY Project Coordinator. The draft Task Order will be delivered to CONTRACTOR for review. CONTRACTOR shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both COUNTY and CONTRACTOR.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONTRACTOR's Cost Proposal.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.

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- 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.
- J. A Task Order is of no force or effect until returned to COUNTY and signed by an authorized representative of COUNTY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by COUNTY.
- K. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY'S Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONTRACTOR is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due COUNTY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by CONTRACTOR prior to the expiration or termination of this contract. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

County of Monterey  
Resource Management Agency  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527  
Attn: Finance Division

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.
- M. The total amount payable by COUNTY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- N. If the Contractor fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- P. The total amount payable by COUNTY for all Task Orders resulting from this contract shall not exceed \$575,419.84. 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.

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Option 4 – Lump Sum (Use Exhibit 10-H Example #1 for Cost Proposal Format)

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

County of Monterey  
Resource Management Agency  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527  
Attn: Finance Division

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

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**Article VI Termination (Verbatim)**

- A. COUNTY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONTRACTOR with the reasons for termination stated in the notice.
- B. COUNTY may terminate this contract with CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract with CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due to CONTRACTOR under this contract prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONTRACTOR under this contract and the balance, if any, shall be paid to CONTRACTOR upon demand.
- C. The maximum amount for which the Government shall be liable if this contract is terminated is   0   dollars.

**Article VII Cost Principles and Administrative Requirements (Verbatim)**

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

**Article VIII Retention of Records/Audit (Verbatim)**

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



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the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

**Article IX Audit Review Procedures (Verbatim)**

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

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

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

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

- E. CONTRACTOR Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONTRACTOR and approved by the COUNTY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONTRACTOR to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

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1. During a Caltrans' review of the ICR audit work papers created by the CONTRACTOR's independent CPA, Caltrans will work with the CPA and/or CONTRACTOR toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse the CONTRACTOR at a provisional ICR until a FAR compliant ICR (e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines) is received and approved by A&I. Provisional rates will be as follows:
  - a. If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
  - b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
  - c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.
2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require CONTRACTOR to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the CONTRACTOR's and/or the independent CPA's revisions.
3. If the CONTRACTOR fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.
4. CONTRACTOR may submit to COUNTY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of LOCAL AGENCY; and, (3) Caltrans has issued its final ICR review letter. The CONTRACTOR MUST SUBMIT ITS FINAL INVOICE TO County no later than 60 days after occurrence of the last of these items.

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

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**Article X Subcontracting (Verbatim)**

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

**Article XI Equipment Purchase (Verbatim)**

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

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such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONTRACTOR, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

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

**Article XII State Prevailing Wage Rates (Verbatim)**

The selected option shall apply to this contract:

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

- A. CONTRACTOR shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

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

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

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

**Article XIII Conflict of Interest (Verbatim)**

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

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The selected option below applies to this contract:

Option 1 – PS&E contracts

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

Option 2 – Construction Contract Administration contracts

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

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

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

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

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

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

**Article XVI Statement of Compliance**

- A. CONTRACTOR's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONTRACTOR has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et

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seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

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

**Article XVII Debarment and Suspension Certification**

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

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- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

**MISCELLANEOUS PROVISIONS**

**Article XVIII Funding Requirements**

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

**Article XIX Change in Terms**

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

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

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Contractors who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is 0%. Participation by DBE contractor or subcontractors shall be in accordance with information contained in the Contractor Proposal DBE Commitment (Exhibit 10-01), or in the Contractor Contract DBE Information (Exhibit 10-02) 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.



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- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONTRACTOR shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as COUNTY deems appropriate.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from COUNTY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting COUNTY consent for the termination, CONTRACTOR must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONTRACTOR shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subcontractors" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONTRACTOR or CONTRACTOR's authorized representative and shall be furnished to the Contract

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Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONTRACTOR when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" is submitted to the Contract Administrator.

- K. If a DBE subcontractor is decertified during the life of the contract, the decertified subcontractor shall notify CONTRACTOR in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the Contract, the subcontractor shall notify CONTRACTOR in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within 30 days.

**Article XXI Contingent Fee**

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

**Article XXII Disputes**

The selected option below applies to this contract:

- Option 1 – For contracts without PS&E submittal

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and (Insert Department Head or Official), who may consider written or verbal information submitted by CONTRACTOR.
- B. Not later than 30 days after completion of all work under the contract, CONTRACTOR may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONTRACTOR from full and timely performance in accordance with the terms of this contract.

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

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

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**Article XXIII Inspection of Work**

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

**Article XXIV Safety**

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

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

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

**Article XXV Insurance**

The selected option below applies to this contract:

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

- A. Prior to commencement of the work described herein, CONTRACTOR shall furnish COUNTY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONTRACTOR with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence.
- B. The Certificate of Insurance will provide:
  - 1. That the insurer will not cancel the insured's coverage without 30 days prior written notice to COUNTY.

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2. That COUNTY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this contract are concerned.
  3. That COUNTY will not be responsible for any premiums or assessments on the policy.
- C. CONTRACTOR agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, CONTRACTOR agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of COUNTY. In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.
- Option 2 – For contracts with a scope of services that will not require the Contractor or subcontractor to work within the operating State or COUNTY Highway Right of Way where there would be exposure to public traffic or construction Contractor operations:

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

**Article XXVI Ownership of Data**

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in COUNTY; and no further agreement will be necessary to transfer ownership to COUNTY. CONTRACTOR shall furnish COUNTY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONTRACTOR is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by COUNTY of the machine-readable information and data provided by CONTRACTOR under this contract; further, CONTRACTOR is not liable for claims, liabilities, or losses arising out of, or connected with any use by COUNTY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONTRACTOR.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive

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and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

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

**Article XXVII Claims Filed by County's Construction Contractor**

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

**Article XXVIII Confidentiality of Data**

- A. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations, which are designated confidential by COUNTY and made available to CONTRACTOR in order to carry out this contract, shall be protected by CONTRACTOR from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the contract, shall not authorize CONTRACTOR to further disclose such information, or disseminate the same on any other occasion.
- C. CONTRACTOR shall not comment publicly to the press or any other media regarding the contract or COUNTY's actions on the same, except to COUNTY's staff, CONTRACTOR's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONTRACTOR shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by COUNTY, and receipt of COUNTY'S written permission.

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- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

For PS&E contracts, paragraph F below applies:

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

**Article XXIX National Labor Relations Board Certification**

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

**Article XXX Evaluation of Contractor**

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

**Article XXXI Retention of Funds**

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

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

- B.  No retainage will be withheld by the Agency from progress payments due the prime contractor. Retainage by the prime contractor or subcontractors is prohibited, and no retainage will be held by the prime contractor from progress due subcontractors. Any violation of this provision shall subject the violating prime contractor or subcontractors to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor or deficient subcontractor performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.
- C.  No retainage will be held by the Agency from progress payments due the prime contractor. Any retainage held by the prime contractor or subcontractors from progress payments due subcontractors shall be promptly paid in full to subcontractors within 30 days after the subcontractor's work is satisfactorily completed. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies

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specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontractor performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractor and subcontractors.

- D.  The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over thirty (30) days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime Contractor, deficient subcontractor performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractor and subcontractors.

**Notice to Proposers DBE Information (Exhibit 10-1)**

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

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

**1. TERMS AS USED IN THIS DOCUMENT**

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

**2. AUTHORITY AND RESPONSIBILITY**

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Contractor must ensure that DBEs and other small businesses have the

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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:
  - 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.



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- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

**5. RESOURCES**

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

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

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

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel,

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cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

**CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL FORMS**

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

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

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Local Assistance Procedures Manual

**EXHIBIT 10-H  
Cost Proposal**

Consultant Kinley-Horn and Associates, Inc. Contract No. 1145 Date 6/16/2017

**DIRECT LABOR**

Classification/Title	Name	Hours	Hourly Rate	Total
Principal in Charge	Frederick Venter	10	\$86.54	\$ 865.40
QA/QC - Sr. Prof. I	John Pulliam	80	\$73.71	\$ 5,896.80
Sr. Professional I	Matt Weir	250	\$70.80	\$ 17,700.00
Professional I	Varies	1060	\$40.90	\$ 43,354.00
Analyst	Varies	1400	\$34.85	\$ 48,790.00
Project Support	Varies	80	\$38.89	\$ 3,111.20

**LABOR COSTS**

a) Subtotal Direct Labor Costs \$ 119,717.40  
 b) Anticipated Salary Increases \$ 4,190.11 (see Escalation Calc attached)  
**c) Total Direct Labor Costs [(a) + (b)] \$ 123,907.51**

**FRINGE BENEFITS**

d) Fringe Benefits Rate: 38.63% **e) Total Fringe Benefits [(c) x (d)] \$ 47,865.47**

**INDIRECT COSTS**

f) FCCM Rate: 0.66% **g) Overhead [(c) x (f)] \$817.79**  
 h) General and Administrative Rate: 153.53% **i) Gen & Admin [(c) x (h)] \$190,235.20**  
**j) Total Indirect Costs [(g) + (i)] \$ 191,052.99**

**FEE (Profit)**

q) Rate: 10.00% **k) TOTAL FIXED PROFIT [(c) + (e) + (i)] x (q) \$ 36,200.82**

**OTHER DIRECT COSTS (ODC)**

l) Travel/Mileage Costs (supported by consultant actual costs) \$ 575.00  
 m) Equipment Rental and Supplies (itemize) \$ -  
 n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc. \$ 500.00  
 o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant) \$ 175,318.05  
**p) Total Other Direct Costs [(l) + (m) + (n) + (o)] \$ 176,393.05**

**TOTAL COST [(c) + (e) + (j) + (k) + (p)] \$ 575,419.84**

**OTHER DIRECT COSTS (ODC) ITEMIZATION**

<b>Travel/Mileage Costs</b>		Cost
Mileage (1,000 @ current IRS Rate)		\$ 575.00
	<b>Total</b>	<u>\$ 575.00</u>
<b>Permit Fees, Plan Sheets, Test Holes, Etc.</b>		
Plans Plots/Reproduction		\$ 500.00
	<b>Total</b>	<u>\$ 500.00</u>

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

Consultant Kimley-Horn and Associates, Inc. Contract No. 1145 Date 6/16/2017

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

Direct Labor	Total Hours		Avg Hourly	5 Year Contract
<u>Subtotal per</u>	<u>per Cost</u>		<u>Rate</u>	<u>Duration</u>
Cost Proposal	Proposal	=		
\$ 119,717.40 /	2880	=	\$41.57	Period 1 Avg Hourly Rate

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

	Avg Hourly		Proposed		
	Rate		Escalation		
Period 1	\$41.57	+	5%	=	\$43.65 Period 2 Avg Hourly Rate
Period 2	\$43.65	+	5%	=	\$45.83 Period 3 Avg Hourly Rate
Period 3	\$45.83	+	5%	=	\$48.12 Period 4 Avg Hourly Rate
Period 4	\$48.12	+	5%	=	\$50.53 Period 5 Avg Hourly Rate

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

	Estimated %		Total Hours		Total Hours
	Completed Each		per Cost		per Period
	Period		Proposal		
Period 1	30.00%	*	2880	=	864 Estimated Hours Period 1
Period 2	70.00%	*	2880	=	2016 Estimated Hours Period 2
Period 3	0.00%	*	2880	=	0 Estimated Hours Period 3
Period 4	0.00%	*	2880	=	0 Estimated Hours Period 4
Period 5	0.00%	*	2880	=	0 Estimated Hours Period 5
Total	100%		Total	=	2880

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

	Avg Hourly		Estimated		Cost
	Rate		Hours		Per Period
	<u>(calculated above)</u>		<u>(calculated above)</u>		
Period 1	\$41.57	*	864	=	\$35,915.22 Estimated Hours Period 1
Period 2	\$43.65	*	2016	=	\$87,992.29 Estimated Hours Period 2
Period 3	\$45.83	*	0	=	\$0.00 Estimated Hours Period 3
Period 4	\$48.12	*	0	=	\$0.00 Estimated Hours Period 4
Period 5	\$50.53	*	0	=	\$0.00 Estimated Hours Period 5

Total Direct Labor Cost with Escalation = \$123,907.51  
 Direct Labor Subtotal before escalation = \$119,717.40  
 Estimated total of Direct Labor Salary Increase = \$4,190.11 Transfer to Page 1

Period 1 = Contract inception through 6/30/17      Period 2 = 7/1/17 through 6/30/18      Period 3 = 7/1/18 through 6/30/19  
 Period 4 = 7/1/19 through 6/30/20      Period 5 = 7/1/20 through 6/30/21

**Exhibit 10-H Cost Proposal**  
**Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts**  
 (Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

Consultant Mark Thomas & Company Contract No. Roadway Safety and Signing Date 12/14/2016

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Survey Manager III	Matt Stringer	40	\$72.66	\$ 2,906.40
Surveyor	Erik Keethe	400	\$34.00	\$ 13,600.00
Project Surveyor I	Ryan Michalak	80	\$48.00	\$ 3,840.00
				\$ -
Lead Survey Technician	Chris Davis	80	\$42.00	\$ 3,360.00
Survey Technician	Sergio Bowser	200	\$24.00	\$ 4,800.00
			\$0.00	\$ -
			\$0.00	\$ -
Administrative II		40	\$27.00	\$ 1,080.00
Project Coordinator		24	\$27.50	\$ 660.00

**LABOR COSTS**

a) Subtotal Direct Labor Costs \$ 30,246.40  
 b) Anticipated Salary Increases \$ - (see Escalation Calc attached)  
 c) Total Direct Labor Costs [(a) + (b)] \$ 30,246.40

**FRINGE BENEFITS**

d) Fringe Benefits Rate: 72.27% e) Total Fringe Benefits [(c) x (d)] \$ 21,859.07

**INDIRECT COSTS**

f) Overhead Rate: 87.06% g) Overhead [(c) x (f)] \$26,332.52  
 h) General and Administrative Rate: 0.00% i) Gen & Admin [(c) x (h)] \$0.00  
 j) Total Indirect Costs [(g) + (i)] \$ 26,332.52

**FEE (Profit)**

q) Rate: 10.00% k) TOTAL FIXED PROFIT [(c) + (e) + (j)] x (q) \$ 7,843.80

**OTHER DIRECT COSTS (ODC)**

l) Travel/Mileage Costs (supported by consultant actual costs) \$ 4,280.00  
 m) Equipment Rental and Supplies (itemize) \$ 18,000.00  
 n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc. \$ -  
 o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant) \$ 66,756.26  
 p) Total Other Direct Costs [(l) + (m) + (n) + (o)] \$ 89,036.26

**TOTAL COST [(c) + (e) + (j) + (k) + (p)] \$ 175,318.05**

EXHIBIT B - FEDERAL PROVISIONS

CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

Local Assistance Procedures Manual

EXHIBIT 10-H  
Cost Proposal

Consultant Mark Thomas & Company Contract No. Roadway Safety and Signing Date 12/14/2016

OTHER DIRECT COSTS (ODC) ITEMIZATION

	Cost
Travel/Mileage Costs	
Hotel (20 @ \$140)	\$ 2,800.00
Per Diem (20 @ 74)	\$ 1,480.00
	\$ -
	\$ -
<b>Total</b>	<b>\$ 4,280.00</b>
Equipment Rental and Supplies	
Rieker	\$ 18,000.00
	\$ -
	\$ -
	\$ -
<b>Total</b>	<b>\$ 18,000.00</b>
Permit Fees, Plan Sheets, Test Holes, Etc.	
	\$ -
	\$ -
	\$ -
	\$ -
<b>Total</b>	<b>\$ -</b>

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

Local Assistance Procedures Manual

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

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

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

**Certification of Final Indirect Costs:**

Consultant Firm Name: Kimley-Horn and Associates, Inc.

Indirect Cost Rate: 192.82% (Includes FCCM of 0.66%) \* for fiscal period 1/1/15 to 12/31/15

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

Local Government: Monterey County Resource Management Agency

Contract Number: 1145

Project Number: HSIP-5944(127)

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

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

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

**Certification of Financial Management System:**

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

**Certification of Dollar Amount for all A&E Contracts:**

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is ~\$38.5M (Transp./ITS/Transit) and the number of states in which the firm does business is 50.

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

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

Local Assistance Procedures Manual

EXHIBIT 10-K

**Consultant Certification of Contract Costs and Financial Management System**

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

**Subconsultants (if applicable)**

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ 175,318.05

**Prime Consultants (if applicable)**

Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$ 575,419.84

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

<u>Mark Thomas &amp; Company</u>	<u>\$ 175,318.05</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Consultant Certifying (Print Name and Title):

Name: Enda Melvin, P.E.

Title: Sr. Vice President

Consultant Certification Signature \*\*: *Enda Melvin*

Date of Certification (mm/dd/yyyy): June 16, 2016

Consultant Contact Information:

Email: enda.melvin@kimley-horn.com

Phone number: (714) 705-1377

**\*\*An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.**

*Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.*

Distribution: 1) Original to Caltrans Audits and Investigations  
2) Retained in Local Agency Project Files



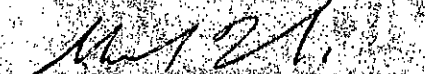

**EXHIBIT B - FEDERAL PROVISIONS  
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

Local Assistance Procedures Manual

Exhibit 10-01  
Consultant Proposal DBE Commitment

**EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT**

1. Local Agency: Monterey County      2. Contract DBE Goal: % 0  
 3. Project Description: Countywide Roadway Safety Signing and Striping Audit - Project No. 1145  
 4. Project Location: County of Monterey  
 5. Consultant's Name: Kimley-Horn      6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied.	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
			None
<b>Local Agency to Complete this Section</b>			11. TOTAL CLAIMED DBE PARTICIPATION
20. Local Agency Contract Number: <u>TBD</u>			0%
21. Federal-Aid Project Number: <u>HSIPL-5944(127)</u>			
22. Contract Execution Date: <u>July 25, 2017</u>			
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		24. Date: <u>6/22/17</u>	 12. Preparer's Signature
25. Local Agency Representative's Name: <u>Mohammad Qureshi, Ph.D, PE, TE</u>		26. Phone: <u>831-756-3009</u>	13. Date: <u>12/22/16</u> 14. Preparer's Name: <u>Frederik Venter, P.E.</u>
27. Local Agency Representative's Title: <u>Traffic Engineer</u>			15. Phone: <u>(669) 800-4130</u> 16. Preparer's Title: <u>Associate</u>

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

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

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

**INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT**

**CONSULTANT SECTION**

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

**LOCAL AGENCY SECTION**

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


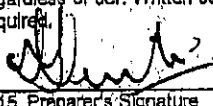
**EXHIBIT B - FEDERAL PROVISIONS  
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

Local Assistance Procedures Manual

Exhibit 10-02  
Consultant Contract DBE Commitment

**EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT**

1. Local Agency: Monterey County 2. Contract DBE Goal: 0%  
 3. Project Description: Countywide Roadway Safety Signing and Striping Audit - Project No. 1145  
 4. Project Location: County of Monterey  
 5. Consultant's Name: Kimley-Horn 6. Prime Certified DBE:  7. Total Contract Award Amount: TBD  
 8. Total Dollar Amount for ALL Subconsultants: \$175,318.05 9. Total Number of ALL Subconsultants: 1

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
			None
<b>Local Agency to Complete this Section</b>			\$ 0
20. Local Agency Contract Number: <u>TBD</u>			<b>14. TOTAL CLAIMED DBE PARTICIPATION</b>  0 %
21. Federal Aid Project Number: <u>HSJPL-5944(127)</u>			
22. Contract Execution Date: <u>July 25, 2017</u>			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
 23. Local Agency Representative's Signature		 15. Preparer's Signature	12/22/16 18. Date
25. Local Agency Representative's Name <u>Mohammad Qureshi, Ph.D., PE, TE</u> Traffic Engineer		17. Preparer's Name <u>Frederik Venter, P.E.</u> Associate	(669) 800-4130 18. Phone
27. Local Agency Representative's Title		19. Preparer's Title	

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

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

**INSTRUCTIONS - CONSULTANT CONTRACT DBE COMMITMENT**

**CONSULTANT SECTION**

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

**LOCAL AGENCY SECTION**

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


EXHIBIT B - FEDERAL PROVISIONS  
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

Local Assistance Procedures Manual

EXHIBIT 10-Q  
Disclosure of Lobbying Activities

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award  N/A	<b>3. Report Type:</b> <input type="checkbox"/> a. Initial <input type="checkbox"/> b. material change  For Material Change Only: year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known  Congressional District, if known	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>	
<b>10. Name and Address of Lobby Entity</b> (if individual, last name, first name, MI)	<b>11. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
<b>12. Amount of Payment (check all that apply)</b> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>14. Type of Payment (check all that apply)</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
<b>13. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
<b>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</b>  (attach Continuation Sheet(s) if necessary)		
<b>16. Continuation Sheet(s) attached:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>		
<b>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.</b>		
Signature: 		
Print Name: <u>Frederik Venter, P.E.</u>		
Title: <u>Associate</u>		
Telephone No.: <u>(669) 800-4130</u>		Date: <u>12/22/16</u>
Authorized for Local Reproduction Standard Form - LLL		
<b>Federal Use Only:</b>		

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

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

Local Assistance Procedures Manual

EXHIBIT 10-Q  
Disclosure of Lobbying Activities

**INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES**

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

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in Item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from (O) (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-LLI-Instructions Rev. 06-04

EXHIBIT B - FEDERAL PROVISIONS  
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

Local Assistance Procedures Manual

Exhibit 15-H  
DBE Information - Good Faith Effort

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. HSIPL-5944(127) Bid Opening Date October 25, 2016

The County of Monterey established a Disadvantaged Business Enterprise (DBE) goal of 0 % for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

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

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

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

Publications	Dates of Advertisement
None	

- 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
None		

EXHIBIT B - FEDERAL PROVISIONS  
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

Exhibit 15-H  
DBE Information - Good Faith Effort

Local Assistance Procedures Manual

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

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
None				

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:

None	
------	--

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

None	
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E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

None	
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EXHIBIT B - FEDERAL PROVISIONS  
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

None

- 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
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None

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

None

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

**EXHIBIT C – INCORPORATION OF RFP #1145, ADDENDUM NO. 1 TO RFP #1145  
AND PROPOSAL DOCUMENTS**

The County invited submittals to Request for Proposals (RFP) through RFP #1145, to provide professional engineering services for Countywide Roadway Safety Signing and Striping Audit Project, Federal Project No. HSIPL-5944(127) (Project). Kimley-Horn and Associates, Inc. submitted a responsive and responsible proposal to perform the services listed in RFP #1145. County selected Kimley-Horn and Associates, Inc. to provide these professional engineering services for the Project.

RFP #1145, including Addendum No. 1 to the RFP #1145, and the Proposal submitted by Harris & Associates, Inc. are hereby incorporated into this Agreement by this reference.