

**AMENDMENT NO. 5
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
TRC ENGINEERS, INC.**

THIS AMENDMENT NO. 5 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County"), and TRC Engineers, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on November 20, 2007 (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the Parties on January 15, 2010 (hereinafter, "Amendment No. 1", including Exhibit A-1 Payment Provisions and Exhibit B-1 – Federal Provisions), March 1, 2011 (hereinafter, "Amendment No. 2"), February 12, 2013 (hereinafter, "Amendment No. 3", including Exhibit A-2 – Scope of Services/Payment Provisions), and December 17, 2014 (hereinafter, "Amendment No. 4") and incorporated into the Agreement by this reference; and

WHEREAS, CONTRACTOR has completed Phase I, Preliminary Engineering, as outlined in Exhibits A and A-2, Scope of Services/Payment Provisions attached to this Agreement for the Davis Road Bridge Replacement and Road Widening (hereinafter, "Project"); and

WHEREAS, County desires CONTRACTOR to include Phase II, Final Design Basic Tasks, to the Project's scope of work of this Agreement; and

WHEREAS, due to the significant scope of work and associated dollar amount increase for Phase II of the Project, the Department of Transportation (Caltrans) performed a Conformance Review of the Agreement on March 25, 2015; and

WHEREAS, Caltrans Local Assistance Procedures Manual (for Local Assistance Federal-aid Projects) (hereinafter, "Manual") was revised on or about January 14, 2015; and

WHEREAS, said Manual provides for the inclusion of "*Mandatory Fiscal and Federal Provisions (Verbatim)*" which must be included verbatim in this Agreement; and

WHEREAS, certain "*Miscellaneous Provisions*" and Exhibits were revised by Caltrans as reflected in said Manual on or about January 14, 2015; and

WHEREAS, the Agreement requires revision to Exhibits B and B-1, Federal Provisions, to comply with Caltrans' Manual; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to provide Phase II services for the Project; and

WHEREAS, the Parties wish to further amend the Agreement to replace Exhibits B and B-1, Federal Provisions, to extend the term to December 31, 2021, and to increase the amount by \$3,899,368 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 5.

NOW, THEREFORE, the Parties agree to further amend the Agreement as follows:

1. In all places within the Agreement, any reference to Exhibit B – Federal Provisions and Exhibit B-1 – Federal Provisions is hereby replaced with Exhibit B-2 – Federal Provisions.

2. Amend the first sentence of Paragraph 1, “Services to be Provided”, to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibits A, A-2 and A-3 in conformity with the terms of this Agreement.

3. Amend Paragraph 2, “Payments by County”, to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A, A-2 and A-3, 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 \$4,459,731.

4. Amend the first sentence of Paragraph 3, “Term of Agreement”, to read as follows:

The term of this Agreement is from July 17, 2007 to December 31, 2021, unless sooner terminated pursuant to the terms of this Agreement.

5. Amend Paragraph 4, “Additional Provisions/Exhibits”, to delete “Exhibit A-1, Payment Provisions”, “Exhibit B, Federal Provisions” and “Exhibit B-1, Federal Provisions”, and add “Exhibit A-3, Scope of Services/Payment Provisions” and “Exhibit B-2, Federal Provisions”.

6. The Schedule referenced in the Agreement, Exhibit A - Scope of Services/Payment Provisions, is hereby deleted and replaced with the Schedule included in Attachment 2 of Exhibit A-3 – Scope of Services/Payment Provisions to extend through December 31, 2021, to conform to the amended term of the Agreement.

7. All other terms and conditions of the Agreement remain unchanged and in full force.
8. This Amendment No. 5 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
9. The recitals to this Amendment No. 5 are incorporated into the Agreement and this Amendment No. 5.

IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 5 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

_____ TRC Engineers, Inc.
Contractor's Business Name*

Date: _____

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

Its: Mark Imbriani, Vice President
(Print Name and Title)

Date: 6/5/15

**Approved as to Form and Legality,
 Office of the County Counsel**

By: *J. Baker*
(Signature of Secretary, Asst. Secretary, CFO, or Asst. Treasurer)

By: _____
Deputy County Counsel

Its: Asst Secretary, Jim Baker
(Print Name and Title)

Date: _____

Date: 6/5/15

Approved as to Fiscal Provisions, Auditor/Controller

By: _____

Date: _____

Approved as to Indemnity, Insurance Provisions, Risk Management

By: _____

Date: _____

*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.

7. All other terms and conditions of the Agreement remain unchanged and in full force.
8. This Amendment No. 5 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
9. The recitals to this Amendment No. 5 are incorporated into the Agreement and this Amendment No. 5.

IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 5 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

By: TRC Engineers, Inc.
Contractor's Business Name*

Date: _____

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

Its: Mark Imbriani, Vice President
(Print Name and Title)

Date: 6/5/15

Approved as to Form and Legality,
Office of the County Counsel
By: [Signature]
Deputy County Counsel

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

Its: Asst Secretary, Jim Baker
(Print Name and Title)

Date: 6-5-15

Date: 6/5/15

Approved as to Fiscal Provisions, Auditor/Controller

By: _____
Date: RISK MANAGEMENT
COUNTY OF MONTEREY
6-5-15

Approved as to ~~Conditions~~ INDEMNITY Risk Management

By: _____
INSURANCE LANGUAGE

Date: By: [Signature]
Date: 6-8-15

*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.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

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

SCOPE OF SERVICES

PHASE II: FINAL DESIGN BASIC TASKS

- Upon receiving written approval of the Project Report and the decision to proceed with either a 2-lane or 4-lane project the final design will commence. The scope of services includes preparing construction contract documents for the project covered by the Project Report. It is assumed herein that the project will not undergo any significant changes from that described in the Project Report.
- It is further assumed that the ultimate Community Development Block Grant (CDBG) - designed Davis Road/Reservation Road Intersection Project has been designed and will be constructed as part of this project. CONTRACTOR’s plans will tie into those planline improvements north of Reservation Road. It is also assumed that the west, north, and east legs of the Davis Road/Blanco Road Intersection Project are at their ultimate configuration, and this project will modify the south leg of the intersection to incorporate the queue jump lane described below. The County will provide AutoCADD files, Plans, Specifications, and Engineer’s Estimate (PS&E) for the Davis Road/Reservation Road Intersection Project to CONTRACTOR for its use in designing conforms.
- The County shall provide information and perform services as listed under "County – Provided Information and Services" of this Exhibit A-3. This includes environmental work performed by LSA Associates, Inc. (LSA) and right-of-way acquisition work performed by County Consultant.
- Milestone, group, and task numbers in parentheses (P085, D381, etc) refer to Caltrans Gold Book Nomenclature for tasks and are for information only.
- The County, Caltrans, and other agencies shall perform reviews within the timelines listed in Attachment 2 of this Exhibit A-3.
- It is assumed that certain proposed projects on the corridor including Class 2 bike lanes and a queue jump for northbound Davis Road traffic at Blanco Road will be incorporated into this project. It is assumed that certain other projects such as a West Side Bypass, Bus Rapid Transit, or any other project will not impact the design of this project.
- The standards to be used shall be those in force as of the date CONTRACTOR receives initial notice-to-proceed. Any extra work not included in this Exhibit A-3 should be approved by County via an amendment to this Agreement prior to services being provided.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

- The work shall be performed within the schedule included in Attachment 2 of this Exhibit A-3. CONTRACTOR shall be compensated for any work delayed through no fault of CONTRACTOR, and the schedule shall be extended in the same number of days for any such delays.
- The plan sheets anticipated to be prepared are listed on Attachment 1 to this Exhibit A-3. This scope of services, schedule, and fee are based on that list of plan sheets. Deliverables shall be as listed on Attachment 2 to this Exhibit A-3. County responsibilities shall be as listed on Attachment 3 to this Exhibit A-3. The schedule shall be as included in Attachment 2 of this Exhibit A-3. The following basic tasks will be performed and reimbursed in accordance with the fee included in the Payment Provisions of this Exhibit A-3.

Task 16 (Milestone 100) – Preliminary Work

Task 16.1 (Group 010.C)

Task 16.10 (P062) – Value Analysis (VA)

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

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

- Submit a VA Workbook and Report to County

Task 16.2 (Group 020.B)

All work in this Task 16.2 shall be Supplemental Services.

Task 16.20 (P085) – Obtain Approvals for Exceptions to Design Standards

Exceptions to Mandatory Design Standards:

- Obtain the County's concurrence and recommendations for Exceptions to Mandatory Design Standards.
- Meet with Project Development Coordinator to obtain Fact Sheet approval.
- Send a copy of the Fact Sheet(s) to the County for their approval.
- The signed original Fact Sheet(s) shall each be filed in the Project History File.

Exceptions to Advisory Design Standards

- Review proposed Exceptions to Advisory Design Standards with the County Project Manager.
- Obtain the County's approval.

Task 16.3 (Group 040.A)

Task 16.30 (P142) – Complete Environmental Document (ED)

- Provide support to LSA in completing environmental clearance for the project.
- Provide support to the stated level of effort in the Payment Provisions of this Exhibit A-3.

Task 17 (Milestone 200) – Approve Initiation of PS&E

Task 17.1 (Group 200.A)

Task 17.10 (D212) – Review Project Description

- Review Project Description and limits for conformity with the programming document, Project Report, and Final ED.
- Develop new project limits and description, if applicable.
- Submit new data to the County Project Manager.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 17.11 (D214) – Review Project Report, ED, Surveys, Right-of-Way Data Sheet

- Review planning documents and specific engineering decisions made and documented in the Project Report.
- Review mitigation measures committed to in the Final ED.
- Review the Right-of-Way Data Sheet and request an update, if appropriate.
- Review major revisions, potential scope changes, or VA study results with the PDT. Adjust funding, scope and budget if appropriate.

Task 17.12 (D220) – Update Critical Path Method (CPM) Network and Schedule

- Review the CPM network and schedule, and then revise as appropriate.
- Discuss proposed schedule changes with County and Caltrans.

Task 17.13 (D221) – Update Project Cost Estimate

- Update estimates periodically, and when scope changes occur.
- Prepare updated estimate and Project Change Request (PCR), as appropriate.
- Route updated estimate and PCR to the County Project Manager for concurrence.

Task 17.14 (D222) – Initiate Preliminary Contacts with External Organizations

- Develop a list of the external organizations contacted during the planning phase. Request the County to supplement the list.
- From field review and contacts with local entities, add external organizations to the list, as appropriate

Task 17.15 (D223) – Obtain Updated Traffic Data

- Review previous traffic information to determine if additional data is needed.
- Request the County Traffic Unit to provide additional data, if necessary.

Task 17.16 (D224) – Prepare Equivalent Single Axle Loads (ESALs), Traffic Index (TI), and Design Designation

- Request County Traffic Unit for assistance in preparing or updating Design Designation.

Task 17.17 (D225) – Request County Traffic Unit to Review Traffic Capacity Requirements

- Request the County Traffic Unit to review the project's Traffic Capacity Requirements, using updated traffic data.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 17.18 (D226) – Update Strip Map

- Review existing strip map.
- Update the strip map to show current design features.

Task 17.19 (D227) – Request Survey Data

- Determine additional surveys required, and when.
- Prepare list of additional surveys: right-of-way lines, utilities, local streets and roads, baselines, drainage facilities, locations where environmental impacts occur, mitigation sites, hazardous sites, etc.
- Consult with County Survey Unit to determine survey data delivery dates.

Task 17.2 (Group 200.B)

Task 17.20 (D229) – Review Other Features

- Review project in the field with representatives from Right-of-Way, Materials, Hazardous Waste, and Environmental.
- Review major revisions or potential scope changes with the PDT.

Task 17.21 (D230 – D232) – Obtain Maintenance, Hydraulics, Landscape Comments on Geometrics

- Request the Maintenance, Hydraulics, and Landscape Departments to review the proposed geometrics.

Task 17.22 (D233) – Initiate Hydrologic and Hydraulic Studies

- Identify all ditches, channels, and existing storm drain facilities. Check profiles to see if sufficient head is provided for drainage facilities.
- Plot existing local drainage facilities on geometric base maps and consider feasibility of providing outfall for project drainage.
- Make continued contacts with County Drainage Staff on Drainage Requirements.
- Request Hydraulics subconsultant, Avila & Associates Consulting Engineers, Inc. (Avila) to begin additional hydrology study and CONTRACTOR to begin roadside drainage design studies.

Task 17.22.a – Data Collection and Review

- Following a kick-off meeting, Avila will conduct a detailed field reconnaissance of the

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

site to document field conditions. The field inspection will include estimating hydraulic roughness and other hydraulic parameters and analyzing expected flow patterns. The best available topography and bridge data will be used for hydraulic modeling.

- Meet with Monterey County Water Resources Agency.

Deliverable: None

Assumptions: None

Task 17.22.b – Update Hydrologic Engineering Centers River Analysis System (HEC-RAS) Model

- Avila will update the existing HEC-RAS hydraulic models to add Intermap data to extend and supplement the existing topography where needed from approximately 1000-foot downstream of Davis Road to 1000-foot upstream of Route 68. Lateral weirs will be added upstream of Route 68 to split the flow between the Davis Road main channel and the overbank area north of Foster Road.

Deliverable: None

Assumptions: Sufficient topographic data is already available to adequately model the reaches. New field or aerial surveys are not included in this scope of **services**. Intermap's NEXTMap digital terrain data will be used in the overbank areas to supplement the field surveys for the creeks.

Task 17.22.c – Hydraulic Modeling Existing Conditions

- Using the updated HEC-RAS model, Avila will estimate the recurrence interval that the existing Davis Road floods under current conditions.
- Avila will estimate the flood hazard (velocity times depth) over the existing route to estimate when the route is passable.
- Evaluate the hydrology/flooding for various discharges throughout the year to determine potential flooding during construction periods.
- Size temporary bridge crossing for low flows for contractor consideration.

Deliverable: Water surface elevation and velocity to be included in the report provided in Task 17.22.e.

Assumptions: An adequate tie-in (i.e., 0.5 feet or less) to the effective Federal Emergency

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Management Agency (FEMA) flood profile can be achieved within approximately 1,000 feet upstream of Route 68 and downstream of Davis Road. Hydrology/flooding will be estimated using the United States Geological Survey (USGS) Gage at Route 68 during typical time periods of the year.

Task 17.22.d – Hydraulic Analysis Proposed Conditions

- Following completion of Task 17.22.c, Avila will examine three alternative configurations to raise Davis Road out of the 100-year floodplain. The actual configurations will be coordinated with County but the first is anticipated to be an approximately 6,700-foot long causeway, the second a 1,000-foot long causeway and the third will be determined upon completion of the modeling for the first two (2) configurations.
- For proposed conditions, model up to three Davis Road Configurations with varying roadway profiles and infrastructure (pipe culverts) through the roadway profile.
- Outline the potential flooded area for various recurrence intervals (10-year, 25-year, 50-year and 100-year) discharges for the existing and the preferred proposed condition.
- Perform Quality Assurance (QA)/Quality Control (QC) of the modeling.

Deliverable: Water surface elevation and velocity to be included in the report provided in Task 17.22.e.

Assumptions: It is anticipated that these configurations will be used to estimate the cost of making Davis Road and “all weather” road, but will not be constructed due to cost considerations. Cost estimates for configurations to be provided by others. Up to three different causeway/bridge configurations for Task 17.22.d (first bullet) and up to three different causeway/bridge configurations for Task 17.22.d (second bullet) will be modeled. If additional configurations are requested, a separate task order would be needed.

Task 17.22.e – Final Hydraulic Report (Technical Memorandum (TM))

- Following completion of Task 17.22.d, Avila will prepare a TM to document the results and submit to County for review and comments.
- Avila will incorporate the comments received from County.
- Following receipt of Caltrans comments, Avila will update the TM for County.

Deliverable: TM with exhibits documenting the hydraulic analysis from Tasks 17.22.a- 17.22.d.

Assumptions: One (1) review of the TM by County.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 17.22.f – Technical Studies

- A Location Hydraulic Study (LHS) and Floodplain Encroachment (FPE) Report will be prepared to document the hydraulic impact of the proposed project.

Deliverable: LHS/FPE forms to be included in the TM produced in Task 17.22.e.

Assumptions: It is assumed that the water surface elevation will not increase as a result of the project and no Conditional Letter of Map Revision (CLOMR)/Letter of Map Revision (LOMR) will be required for FEMA.

Task 17.22.g – Avila Project Management and Coordination

- Participate in conference calls with the County
- Prepare for and attend Value Engineering (VE) Meeting with the VE team in Monterey.
- Attend one (1) PDT meeting.

Deliverable: None

Assumptions: Project Management and Coordination up to the budget limits. VE meeting would last no more than two (2) days and require overnight expenses.

Task 17.23 (D237) – Obtain Current Right-of-Way Maps

- CONTRACTOR to coordinate with County Surveyor to review current assessor maps, record maps, property-ownership maps, easements on properties, or any other pertinent maps from the County Right-of-Way Engineer.
- County Surveyor to transfer right-of-way information to right-of-way CADD drawing and submit to CONTRACTOR for placement on geometric base maps.

Task 17.3 (Group 200.D)

See Task Supp-09 for Task 17.30 (D242) – Update ED if scope changes

Task 17.30 – Parikh shall design Review Consultation through final design.

Task 17.4 (Group 200.E)

Task 17.40 (D248) – Obtain Traffic Comments on Proposed Geometrics

- Prepare updated geometrics for Davis Road.
- Transmit geometrics for County's Traffic Unit to review.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

- After receipt of comments, resolve any differences and notify County of any substantive changes.
- Revise geometric plans, as necessary.

Task 17.41 (D250) – Request Review of Intersection Design by Geometric Reviewer

- Develop intersection details, such as: sight distances to noses, intersection sight distances, weaving distances, storage lanes, etc. List nonstandard design features.
- Arrange meeting with the County to discuss the acceptability of nonstandard design features. Resolve differences.
- List unapproved nonstandard design features.

Task 17.42 (Task D252) – Determine CONTRACTOR’s Yard Site

- Evaluate possible sites with the County.
- Review site with LSA.

Task 17.43 (D254) – Obtain Approval of Additional Exceptions to Mandatory Design Exceptions

All work in this Task 17.43 shall be Supplemental Services.

- Prepare additional Fact Sheets for any design exception noted in Task 16.20.
- Submit Fact Sheet for approval by the Project Development Coordinator.

Task 17.44 (D255) - Obtain Approval of Additional Exceptions to Advisory Design Exceptions

All work in this Task 17.44 shall be Supplemental Services.

- Prepare additional Fact Sheets for any design exception noted in Task 16.20.
- Submit the Fact Sheet to the Project Development Coordinator for review.
- Submit the Fact Sheet to the County's approval authority

Task 17.45 (D256) – Determine Final Vertical and Horizontal Alignment

- Review material information obtained during planning studies.
- Contact Parikh Consultants, Inc. (Parikh) to obtain additional data on cut and fill slopes, unsuitable materials, drainage basins, etc.
- Finalize vertical and horizontal alignment.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

- Calculate earthwork balance quantities, considering revisions in slopes, widening, or grade changes. Evaluate need for optional disposal or borrow sites.
- If earthwork has to be hauled over private or City of Salinas (City) roads, notify the local entities.
- Enter revised quantities and preliminary unit prices in the Engineer's Estimate.

Task 17.5 (Group 200.G)

Task 17.50 (D265) – Prepare Materials Report

- Arrange for surveys required to perform materials sampling.
- Arrange for rights-of-entry required to perform materials sampling.
- Testing for asbestos and lead in existing structures to be removed.
- Prepare Materials Report.

Task 17.51 – Research and Data Collection: Review of any updated data that is readily available for the project.

- Permits/USA Clearances: Parikh shall comply with County's permit requirements. Parikh will field locate the borings and Cone Penetration Test (CPT) locations and call for USA clearance.

Task 17.52 – Field Exploration: For the proposed bridge structure, Parikh will drill two (2) borings to depths of 200 feet. The borings will be spread out beyond the previous explorations to cover the additional bridge length. These explorations will provide supplemental data for evaluation of subsurface conditions for the proposed structure. The boring locations will depend upon the available access and the boring data from previous studies. Parikh anticipates using a truck mounted mud-rotary drill rig for their work. Two (2) Seismic Cone Penetration Tests (SCPT) will be conducted at strategic locations, to a depth of 120 feet or refusal, for the site specific response spectrum. Traffic control is anticipated at this time since some of these borings will be drilled in the roadway.

Parikh shall classify and continuously log subsurface soil conditions encountered in each test boring at the time of drilling. Parikh shall obtain "relatively undisturbed" and bulk samples of substrata from test borings. The explorations will be drilled and capped in accordance with County's permit requirements.

Task 17.53 – Laboratory Testing: Parikh shall perform laboratory tests on representative soil samples such as moisture density, unconfined compression, gradation analyses, corrosion tests and Plasticity Index test, as necessary.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 17.54 – Site Specific Seismic Evaluation

The soil borings completed in 2009 by Parikh indicate liquefaction potential due to loose sandy soils encountered at the project site. The liquefiable soil layers of up to 30 feet thick were identified. For estimating the design acceleration response spectrum (ARS), both liquefied and non-liquefied states need to be evaluated.

For liquefied case, the site is not consistent with the basic assumption of Caltrans ARS online tool ($V_s \geq 150$ m/s). Per Appendix B - Figure B.12 of Caltrans Seismic Design Criteria (SDC) v1.6, the site is classified as a “Site Class F” site which is defined as “Soils vulnerable to failure or collapse under seismic loading” and a site-specific seismic evaluation is required for “Site Class F” sites.

Therefore, Parikh will perform a site-specific seismic study for the liquefied case. This study will include two (2) seismic cone penetration tests, estimation of target spectrum, spectral matching of three (3) selected time histories to the target spectrum and a site-specific response analysis.

Task 17.55 – Pavement Deflection Study

The existing roadway is planned to be reused as much as possible with the widening abutting the existing lanes. Therefore pavement deflection study will be conducted by CHEC Pavement Management Systems. They will conduct the necessary Dynaflect tests, collect needed field data and based on the design TI (provided by others) they will recommend a pavement rehabilitation strategy.

Task 17.56 – Foundation Report – Base Case Scope

- Parikh shall perform engineering analyses and develop design recommendations for the proposed foundations. It is anticipated that the foundation system will be deep piles such as cast-in-steel-shell (CISS) system. Parikh will also review other pile options that are compatible to the site conditions.
- Parikh shall prepare Updated Draft Foundation Memo (Type Selection Letter): Parikh shall prepare preliminary recommendations for foundations and provide a Type Selection Memo with the log of test borings (LOTB).
- Parikh shall prepare Draft and Final Foundation Report: Parikh shall prepare detail report including design recommendations for foundation types and footing elevations lateral design capacities, pile foundation recommendations.

Parikh shall discuss seismic considerations, evaluate the liquefaction potential and comment on the site soil conditions from this standpoint. As discussed above the SCPT data and the data from the drilled borings will be reviewed to develop a site specific seismic response spectrum. This will be used in the seismic design criteria for the bridge structure. This is required since based on the current study the site is classified as per

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Caltrans as 'Site Class F'. This is an exhaustive study and requires specific modeling of the site conditions and use of proprietary computer software (Ez-Frisk).

Parikh shall prepare a Final Foundation Report.

Using the general plan as a base map, Parikh shall provide boring logs.

Task 18 (Milestone 220) – Update Geometric Base Maps

Task 18.1 (Group 220.B)

Task 18.10 (D267) – Obtain Data for Structure Site Plans and Design

- Assemble available data, such as foundation studies, surveys, vertical and horizontal alignment, cross sections, etc.
- Review to ensure that data is adequate.
- Make arrangements to obtain additional data, as appropriate.

Task 18.2 (Group 220.C)

Task 18.20 (D271) – Prepare Site Data Submittal for Special Design Culverts (Hitchcock intersection)

- Assemble data, such as vertical and horizontal alignment, foundation studies, discharge requirements, etc.
- Prepare site data submittal plans for the special design culverts.
- Submit site data submittal.

Task 18.21 (D272) – Prepare Bridge Site Data Form

- Assemble data, such as preliminary materials information, survey information, hydrology studies, etc.
- Prepare Bridge Site Data Form plans.

Task 18.3 (Group 220.D)

Task 18.30 (D274) – Prepare Preliminary Construction Staging and Traffic Handling Plans

- It is assumed that Davis Road will be closed at the bridge section during construction. Local traffic will be able to access the segment from Foster to Blanco at all times except for short duration closures.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

- Prepare Preliminary Construction Staging and Traffic Handling Plans.
- Review Preliminary Construction Staging and Traffic Handling Plans with County Construction and Traffic Engineers.

Task 18.30.a – County Coordination

- Peters Engineering Group (Peters) will attend a kick-off meeting with County Staff to discuss pertinent details of the project or County comments. Peters will determine the current County standards and preferences with respect to the design and operation of the traffic signals.

Task 18.32 (D276) – Geometrics for Electrical, Signing, and Striping Design

- Prepare the traffic PS&E.

Task 18.32.a – Preliminary Plans and Estimate

- Peters shall prepare Preliminary Construction Staging and Traffic Handling Plans. The design will be based on civil design plans and topographic survey to be provided by CONTRACTOR in AutoCAD format. Peters shall prepare preliminary traffic signal and street lighting plans with an opinion of probable cost and submit the plans to CONTRACTOR for submittal to County.

It is anticipated that County Staff will review and comment on the plans and that three (3) to four (4) submittals of the plans will be required before Task 26.15.a can begin.

Task 18.33 (D277) – Review Construction Staging Plans with Electrical, Signing, and Striping Designers

- Review Construction Staging Plans with the team.
- Discuss the following:
 - Needs and use of each stage
 - The length of time each stage will be used
 - Need for temporary lighting, signals, signing, and striping

Task 18.34 (D278) – Review Skeleton Layouts with Disciplines

- Prepare preliminary skeleton layouts for lighting, signals, signing, and striping
- Conduct a meeting to discuss skeleton layout needs
- Discuss anticipated skeleton layout availability dates

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 18.35 (D280) – Request Review of Geometric Base Maps by County (30% Submittal)

- Prepare package that includes plans and profiles of frontage roads, typical sections, and intersection details, etc. Send package to County for review.

Task 18.36 (D281) – Initiate Relinquishment and Abandonment Procedures

- It is assumed that no facilities will be relinquished or abandoned.

Task 18.37 (D282) – Send Geometric Base Maps to Utility Agencies- “A” Plan Submittal

- Field review project and revise or add existing utility features that are not shown on the geometric base maps.
- Transmit geometric base maps to the team for utility location conformation.

Task 18.38 (D283) – Review Utility Locations

- Review geometric base maps and identify possible exceptions to Utility Encroachment Policy.
- Transmit geometric base maps to the involved utility companies. Request the following:
 - Verify locations and types of facilities shown.
 - Add additional facilities that are not shown.
 - Acknowledge needed relocation and identify possible exceptions to Utility Encroachment Policy.
- Transmit copies of the geometric base maps, with revised utilities, to the County.

Task 18.4 (Group 220.E)

Task 18.40 (D285) – Prepare Standard Culvert Design

It is assumed that three (3) cross culverts will be required north of Foster Road per the results of Task D266. It is further assumed that these will be designed per Caltrans Standard Plans, not special designs.

- Assemble data, such as surveys, foundation studies, hydrology studies, vertical and horizontal alignment, etc.
- Review the data to ensure that the required culvert complies with the criteria for standard culverts. Review hydraulics requirements.
- Develop site plan, if appropriate.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

- Prepare culvert design in accordance with the Standard Plans.
- Update Estimate, if appropriate.

Task 18.5 (Group 220.F)

Task 18.50 (D266) – Prepare Preliminary Drainage Report

CONTRACTOR will prepare a Preliminary Drainage Report for roadside drainage. Any available drainage data shall be provided by the County to the CONTRACTOR.

- Prepare preliminary Drainage Report. Some key items in the report include:
 - Preliminary plans and profiles
 - Hydraulic design studies
 - Proposed right-of-way needs, including permanent and construction easements
 - The record of coordination with Federal, State and local entities
 - Other pertinent data
- Avila will provide hydraulic work.
- Submit Preliminary Drainage Report to the County for review. Refer to Task D325 for the Final Drainage Report.
- Assume up to three (3) cross culverts will be analyzed to facilitate overbank flow in the river as it drains westward.
- Assume reconstruction of the existing culvert at the Hitchcock Road Intersection.

Task 18.51 (D287) – Initiate Drainage Design

- Review Preliminary Drainage Report and site plans for possible revisions due to changes that were made after their preparation.
- Assemble and review data previously obtained or developed, such as surveys, drainage profiles, etc. Assemble and review additional data, such as slope catch points, tentative contour grading plan, profiles, superelevation diagrams, bridge and retaining wall general plans, typical cross sections, etc. Other information will be needed to avoid conflicts with proposed drainage facilities. Such information may include:
 - Underdrain locations
 - Structure foundation
 - Sign foundation
 - Utility relocation
 - Edge of pavement profiles
 - Local entity facilities (channels, outfall lines, etc.)
 - Coordinate activities with Avila to determine their involvement.
 - Determine need for additional right-of-way or easements.
 - Consider drainage comments received from other departments.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 18.52 (D288) – Review Drainage Design with County’s Drainage Expert

- Review drainage design with County drainage expert.
- Incorporate comments into drainage design, as appropriate

Task 18.53 (D289) – Prepare Preliminary Drainage and Erosion Control Plans

- Prepare Preliminary Drainage Plan, using current data. This plan provides an overview of the drainage features.
- Profiles should be drawn for each pipe system.
- Incorporate information on erosion control.

Task 18.54 (D290) – Review of Preliminary Drainage and Sanitary Sewer Plans by Local Entities

- Obtain plans of City Industrial Waste Treatment Facility (IWTF) new pipeline and County drainage facilities from County.
- As design progresses, consider the following:
 - Assume no County or City sewer facility design, just avoidance of existing facilities.
 - Develop separate drainage sheets. Obtain City and County review and comment
 - Review Drainage Plans that affect County facilities. Obtain comments from County.

Task 18.55 (D291) – Prepare Contour Grading Plans

- Plot catch points on geometric base maps.
- Plot controlling features, such as ditches.
- To provide smooth transition between standard catch points, develop contour lines by connecting points of equal elevations. Drainage must be considered.
- Calculate earthwork quantities.

Task 18.56 (NEW) – Prepare Storm Water Pollution Prevention Plans (SWPPP)

- Review Water Quality Assessment Report for requirements.
- It is assumed that a detailed Storm Water Data Report is not required, however the Short Form will be completed.
- Design water pollution control items and prepare plans.
- Submit plans to County for review.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 18.6 (Group 220.H)

Task 18.60 (D293) – Prepare Typical Cross Sections

- Confirm or reevaluate structural section recommendations.
- Review structural section recommendations and alternatives.
- Estimate cost of the structural section alternatives and evaluate constructability.
- Review alternatives and select structural section elements.
- Prepare the typical cross sections; add the Design Designation; submit to County for review.

Task 18.61 (D294) – Obtain Approval of Typical Cross Sections

- Review comments and reconcile issues.
- Send typical cross sections affecting County facilities to the County for concurrence.

Task 18.7 (Group 220.I)

Task 18.70 (D295) – Send Geometric Base Maps to Right-of-Way

- Plot preliminary right-of-way lines on the geometric base maps.
- Send geometric base maps to the County Survey Unit.
- County to order title reports and begin preparation of appraisal maps.

Task 18.71 (D296) – Obtain Title Reports and Initiate Appraisal Mapping

- County to obtain title reports and begin preparation of right-of-way appraisal maps.
- Notify County of title report or appraisal map issues that may affect the design.

Task 18.8 (Group 220.K)

Task 18.80 (D298) – Obtain Necessary Permits

- LSA will prepare and obtain permits necessary for the project.
- CONTRACTOR shall provide technical regulatory permitting assistance to the County for permits necessary for the project, including the following:
 - Prepare required exhibit maps for attachment to the permit application.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

- Calculate necessary quantities needed to support permit application.
- Provide any other necessary support, as requested by the County
- CONTRACTOR shall pay permit fees in an amount not to exceed \$10,000 on behalf of the County.

Task 18.9 (Group 220.L) – Submit Updated Geometric Alignment Designs (GAD)

Task 18.90 (D299) – Review Preliminary Plans with County

- Assemble current geometric base maps, typical cross sections, and permit requirements.
- Schedule a meeting with County Staff. Discuss project features and who will be responsible for construction administration.
- Submit plans for a constructability review to the County.

Task 19 (Milestone 221) – Send Bridge Site Data to Structures

Task 19.1 (Group 221.A)

Task 19.11 (D309) – Review Structures Preliminary Report

- Summarize and analyze comments from County on Structures Preliminary Report.
- Reconcile issues and finalize County's response to the report.
- Send the County's response to Caltrans' Office of Structures Local Assistance (OSLA) for concurrence.
- Meet with the County and Caltrans OSLA to discuss project approach.

Task 20 (Milestone 222) – Initiate Structures Design

Task 20.1 (Group 222.A)

Task 20.10 (D313) – Prepare Structure General Plans

- If authorized by County, design of special bridge aesthetic or visual treatments will be performed as additional services. Meet with County Staff to discuss recommended structure type(s).
- Meet and prepare a revised General Plan and General Plan Estimate. Obtain County approval of General Plan and Estimate.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

- Submit revised General Plan and Estimate to Caltrans OSLA. Obtain Caltrans OSLA approval of General Plan. Submit forty (40) reduced General Plans (11" x 17") to Caltrans for its internal distribution.

Task 21 (Milestone 224) – Send Maps to Right-of-Way Engineering

Task 21.1 (Group 224.A)

Task 21.10 (D316) - Prepare Right-of-Way Appraisal Maps

- It is assumed that this task will be prepared by the County and will include the following:
 - Prepare appraisal maps from assessor maps, record maps, and geometric base maps.
 - Review maps to ensure that all existing improvements and right-of-way requirements are shown.
 - Send completed appraisal maps to the County for preliminary review.
 - CONTRACTOR will be responsible to define the proposed right-of-way limit lines and will submit to the County a CADD file with the proposed right-of-way layers and temporary construction easement layers defined, so that the County can prepare the appraisal maps.

Task 21.11 (D317) - Prepare List of Fences, Gates, and Potential Excess Land

- Prepare a list of engineering details that may affect the appraisal, such as types of fences, gates, and driveways. Also include any potential excess lands (be sure to identify need for CONTRACTORS' yards, maintenance yards, or lease sites).
- Send the list to the County Survey Unit. Request that they review which improvements may require cost estimates for right-of-way work to be included as contract items.
- County Survey Unit notifies CONSULTANT of the required contract items.

Task 21.12 (D320) - Determine Final Right-of-Way and Easement Requirements

- Obtain copies of completed appraisal maps from Right-of-Way Engineering.
- Review appraisal maps to ensure that the project's right-of-way requirements are correct.
- Assess requirements for permanent or construction easements for the following:
 - Drainage, Earthwork, Maintenance access, Material sites, Utilities, Etc.

Task 22 (Milestone 225) – Initiate Right-of-Way Appraisals

Task 22.1 (Group 225.A)

Task 22.10 (D322) – Initiate Right-of-Way Appraisals Process

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

It is assumed that this task will be done by another Consultant working directly with the County.

- The County's Right-of-Way Appraiser establishes the fair market value of required parcels. This appraisal becomes the basis for offers made to parcel owners during the acquisition phase.

Task 23 (Milestone 260) – Prepare PS&E

Task 23.1 (Group 260.A)

Task 23.10 (D323) - Complete Final Right-of-Way Requirements

- Review earthwork, drainage considerations, new surveys, and requests from County, etc., to determine if right-of-way revisions are necessary.
- Revise right-of-way requirements on appropriate maps.
- Submit the updated maps to the County Survey Unit.
- Right-of-Way Engineering updates right-of-way appraisal maps and sends copies to the County's Right-of-Way Appraisal and Acquisition Consultant.
- The County's Right-of-Way Appraisal and Acquisition Consultant updates the appraisal and acquisition schedules, as appropriate.

Task 23.2 (Group 260.B)

Task 23.20 (D324) - Prepare Contour Grading Plans

- Prepare Preliminary Contour Grading Plans for the following: Earthwork, Drainage structures, Bridges, Landscaping, etc.
- Revise the Contour Grading Plans, as appropriate.

Task 23.21 (D325) - Prepare Final Drainage Plan

- Review the data contained in the hydrology studies, the Preliminary Drainage Report, and the Preliminary Drainage Plan.
- Respond to the preliminary comments from the County on the Preliminary Drainage Report and prepare the Final Drainage Report.
- Prepare the Final Drainage Plan, using data developed from the hydrology studies and Final Drainage Report. The plan is developed on geometric base maps, and normally contains the following:

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

- Drainage areas, Culvert sizing requirements with hydraulic data (flow lines, head, capacity, etc.), Storm drain requirements, Outfalls, Flow directional arrows, Etc.
- Submit the Final Drainage Plan to the County for review.
- Additional work shall be reimbursed under Supplemental Task 11.

Task 23.22 (NEW) – Prepare Final Water Pollution Control (WPC) Plans

- Respond to preliminary comments from the County on the draft WPC Plans.
- Prepare the final plans using updated design of the roadway.
- Submit the final plans to the County for review.

Task 23.3 (Group 260.C)

Task 23.30 (D327) - Prepare Traffic Striping, Signing, and Roadside Delineation

- Prepare Traffic Striping, Signing, and Roadside Delineation Plans.
- Calculate quantities.

Task 23.31 (D328) - Request County Traffic Unit to Prepare Lane Closure Charts

- Request the County Traffic Unit to prepare lane closure charts for inclusion in the Special Provisions.
- County Traffic Unit transmits charts to the CONTRACTOR's Project Engineer.
- CONTRACTOR's Project Engineer reviews charts for compatibility with the Traffic Management Plan.

See Supp Task-06 for Task 23.32 (D331) - Review for Water Well Abandonment

Task 23.33 (D332) - Calculate Final Miscellaneous Quantities

- Prepare a list of miscellaneous items not included in the PS&E.
- Calculate related quantities and update the estimate.

Task 23.34 (D335) - Prepare Final Geometrics

- Update plans by adding remaining roadway features, such as: slope lines, earthwork quantities, profiles, superelevations, etc.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 23.4 (Group 260.D)

Task 23.40 (D337) - Calculate Final Drainage Quantities

- Prepare a list of contract items.
- Calculate and summarize quantities, including those required for standard box culverts.
- Update the estimate.

Task 23.41 (D338) - Prepare Final Drainage Quantity Lists

- Prepare quantity lists.

Task 23.42 (D339) - Calculate Final Earthwork Quantities

- Contact Parikh to verify earthwork grading factors.
- Calculate final earthwork quantities, including earthwork for environmental mitigation measures. Show earthwork quantities on the full profile sheet or the profile portion of the layout sheet or prepare a summary of earthwork quantities for the summary of quantities sheet.
- Update the estimate.

Task 23.43 (D340) - Calculate Final Pavement Structural Section Quantities

- Review typical sections for completeness.
- Prepare typical section factors and calculate final structural section quantities.
- Include the quantities on the summary of quantities sheets.
- Update the estimate.

Task 23.44 (D344) - Prepare Unit Price Analysis - Prepare 50% Estimate

- Review the estimates and analyze unit prices.
- Determine current unit prices for each contract item of work.
- The prices may come from several sources, including:
 - Similar projects
 - Contractor bids for recent County projects
 - Statewide data available from the Office Engineer, including the Contract Items By Item Number Report, annual cost data books, the California Construction Cost Index, plus information from the Basic Engineering Estimating System

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

- Cost analysis by labor, equipment, and materials

Task 23.45 (D345) - Update Estimate

- Enter current unit prices and update estimate.

Task 23.5 (Group 260.H)

Task 23.50 (D355) - Prepare Plans Identifying High-Risk Utilities

- Request the County's Utility Coordinator to arrange for the County Survey Unit and the utility owner to jointly obtain the data specified in the "Policy on High and Low Risk Underground Facilities within Highway Rights-of-Way".
- On projects with few high-risk utilities, the utilities may be plotted on the regular skeleton layouts for utilities. For projects with many high-risk utilities, it may be appropriate to have special layouts.
- It is assumed that PG&E's 12" high pressure gas line will not be relocated or that if it is relocated, the design will be performed by PG&E and it will be relocated prior to the commencement of construction.

Task 23.51 (D356) - Send Utility Plans to Utilities Unit

- Indicate on skeleton layouts which facilities can remain, and which facilities must be removed, relocated, or adjusted.
- Send the skeleton layouts to the County's Utility Coordinator so arrangements may be made for removal, relocation, or adjustments.

Task 23.52 (D357) - Request Utility Relocation Plans from Utility Owners - "B" Plans

- Send plans to the utility owners, requesting preparation of Utility Relocation Plans.

Task 23.53 (D358) - Distribute Utility Relocation Plans to Team

- Send the utility relocation plans to CONTRACTOR Team.
- CONTRACTOR Team reviews plans and checks for conflicts with the proposed design.
- CONTRACTOR Team either approves the utility relocation plans or requests changes be made to the plans; and then approves the plans after changes have been made.

Task 23.54 (D359) - Update Utility Relocation Cost Estimates

- Determine County's obligation for cost participation; then prepare the utility cost estimate and submit to the County.
- County updates the estimate, if included as a contract item.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 23.6 (Group 260.I)

Task 23.60 (D360) - Complete Surveys for Utility Relocations and Other Right-of-Way

- Review the need for additional surveys required to complete the utility relocation plans and the other project design features.
- Perform surveys (by the County), if necessary.
- Perform potholing, if necessary to positively locate utilities, see Supplemental Task 01 for this task. Develop a potholing exhibit at locations with potential utility conflicts; see Supplemental Task 01 for this task.

Task 23.7 (Group 260.J)

Task 23.70 (D361) - Send Utility Relocation Plans to CONTRACTOR's Structure, Landscape, and Traffic Engineers

- Transmit approved utility relocation plans to CONTRACTOR's Structure, Landscape, and Traffic Engineers.
- Resolve comments returned by these engineers.

Task 23.70.a – Electrical Service Coordination

- Peters shall coordinate electrical service for the project including preparing a new service application for execution by County. Peters shall coordinate schedule with electrical utility for providing power to the project at the appropriate time. Task 23.70.a will be performed concurrently with Task 18.32.a.

Task 23.71 (D362) - Complete In-Place Utility Relocation Plans

- Complete Utility Plans portion of the PS&E, showing locations of relocated and abandoned facilities.
- Actual design of facilities will be performed by the owners of their respective facilities.

Task 23.72 (D363) - Send Utility Relocation Notices to Owners

- Send Utility Relocation Notices ('C' letters) to utility owners. The notices specify a completion date and identify the responsible party.
- Send copies to the County.

Task 23.8 (Group 260.K)

Task 23.80 (D364) – Complete Utility Relocation Activities

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

- Provide the County with utility relocation plans, schedules, and specifications required to inspect the removal, relocation, readjustment, or abandonment of utilities.
- County performs inspections.
- County notifies the CONTRACTOR's Project Engineer when work is complete.

Task 24 (Milestone 265) – Send Final Maps to Right-of-Way

Task 24.1 (Group 265.A)

Task 24.10 (D365) - Send Final Right-of-Way Requirements to the County

- CONTRACTOR to review appraisal maps.
- Determine additional requirements.
- Prepare and submit final right-of-way requirements (including permanent and temporary easements) to County Survey Unit. CONTRACTOR to deliver an AutoCAD file of the linework to be given to the County Surveyor responsible for preparing the Plats and Legal Descriptions.

Task 24.11 (D366) - Complete Appraisals on Final Right-of-Way Requirements

- If there are major changes to the original right-of-way requirements, order a new field survey, title reports, and additional record mapping.
- County Surveyor prepares final appraisal maps.
- CONTRACTOR's Project Engineer reviews appraisal maps to ensure that all improvements are shown.

Task 24.12 (D367) - Initiate Right-of-Way Acquisition Process

- County Surveyor prepares legal descriptions for acquisition documents
- The following items are to be completed by the County's Right-of-Way Consultant:
 - Complete Appraisals
 - Make the offer
 - Negotiate with the owner.
 - Prepare right-of-way contract.
 - Purchase the property.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

- Right-of-Way contracts that include construction contract work are sent to the CONTRACTOR's Project Engineer.
- CONTRACTOR Team will support the County's Right-of-Way Consultant during the Appraisal and Negotiation Process. Additional exhibits to assist the County's Right-of-Way Appraisal and Acquisition Consultant to locate the proposed right-of-way lines and temporary construction easements in the field will be provided, upon request.

Task 24.13 (D370) - County's Right-of-Way Consultant to Obtain Right-of-Entry Agreement or Order of Possession

- CONTRACTOR to assist Right-of-Way Agent with the following tasks:
 - Determine which properties have improvements requiring clearance.
 - Determine which properties require a Right-of-Entry Agreement or a court order to obtain possession.
 - Request a Right-of-Entry Agreement from the owners to gain access to the property.
 - Obtain a court Order for Possession for parcels whose owners will not grant a Right-of-Entry Agreement.

Task 24.2 (Group 265.C)

Task 24.20 (D376) - Calculate Quantities for Right-of-Way Construction Contract Work

- Review right-of-way contracts and identify the construction contract work.
- Calculate right-of-way contract items.
- Update the estimate, as appropriate.

Task 24.3 (Group 265.D)

Task 24.30 (D378) - Request Right-of-Way Certification

- Request right-of-way certification from the Right-of-Way Branch.
- Right-of-Way Branch prepares the certification and submits it to the CONTRACTOR's Project Engineer.

Task 25 (Milestone 275) – Structures Design

Task 25.1 (Group 275.A)

Task 25.11 (D380) – Conduct Structure Foundation Studies

- Coordinate with Parikh in their preparing a Foundation Report.
- Conduct foundation studies in conjunction with Parikh to determine the appropriate foundation design.

Task 25.12 (D381) – Prepare Structure Foundation Report

- Analyze the Foundation Studies and the Materials Report.
- Prepare the Foundation Report.

Task 25.13 (D382) – Prepare Structures Plans and Quantities

- Using the Structure General Plan and the Foundation Report, prepare plans including bridge plan sheets listed on Attachment 1 to this Exhibit A-3. Unchecked Details shall be prepared.
- Outline item numbers and descriptions from the Coded Contract Items List to be used for the project.
- Calculate all structure contract item quantities and tabulate on standard Caltrans OSLA quantity forms. Complete an independent check of quantity calculations. Resolve differences in quantities by comparing two (2) independent calculations and revising as required to reach agreement within tolerances specified in Caltrans OSLA Bridge Design Aids Manual, Chapter 11. Place all structure contract item quantities on a Caltrans OSLA Marginal Estimate form.
- Submit plans and outlines of the Coded Contract Items List to the County and Caltrans OSLA. Meet with the County and Caltrans OSLA to review unchecked, and subsequently, checked details submittals.

Task 25.14 (D383) – Review Structure Unchecked Details Sheets

- Transmit the Bridge Unchecked Detail Sheets to the County, requesting review.
- Reconcile County comments.
- Complete an independent check of bridge as designed.
- Discuss with designer and resolve any recommended changes to plans identified during the checking process.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

- Complete detailing of plans to checked details level.
- Review Preliminary Roadway Plans to coordinate between Bridge and Roadway Plans.

Task 25.15 (D386) – Prepare Structures Specifications and Estimate

- Review structure quantities and checked details.
- Complete the first edit of the Structure Standard Special Provisions. Prepare Draft Structure Special Provisions.
- Complete Marginal Estimate form by assigning unit prices, resulting in the Opinion of Probable Construction Cost. Unit prices will be verified by the County.
- If the estimate changes significantly, notify the County.
- Submit Plans, Draft Structure Special Provisions, and Opinion of Probable Construction Cost to the County and Caltrans OSLA. Meet with the County and Caltrans OSLA to review Draft PS&E submittal.

Task 25.16 (D387) – Conduct Structures Construction Review

- Schedule a meeting with County's Construction Unit to see that the PS&E is biddable and constructible.
- Revise and finalize structures PS&E.

Task 26 (Milestone 300) – Circulate Plans for Review- 60% PS&E

Task 26.1 (Group 300.A)

Task 26.10 (D388) – Prepare Final Project Plans - 60% Plans after internal QC

- Review completed geometrics and prepare final project plans.

Task 26.11 (D389) – Prepare Stage/Construction Traffic Handling Plan

- Review Preliminary Stage Construction/Traffic Handling Plans and lane requirement charts.
- Peters prepares the Construction Traffic Handling Plan. Peters returns plan to the CONTRACTOR's Project Engineer.
- CONTRACTOR's Project Engineer reviews the plan, identifies recent project changes, and returns the plan to the Peters to complete the final plan and incorporate into the project PS&E.
- Peters includes quantities in the traffic portion of the project PS&E.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 26.12 (D390) – Prepare Pavement Delineation Plans

- Review Preliminary Pavement Delineation Plans.
- Prepare the Final Pavement Delineation Plans, to include items such as: lane delineation, shoulder, pavement markers, crosswalks, channelization, other pavement markings (stop, etc.)

Task 26.13 (D391) – Complete Drainage Plans

- Review progress on the Drainage Plans, culvert profiles, and quantity list. Identify items not completed and finalize the Drainage Plans.

Task 26.14.(D392) – Calculate Final Quantities

- Review the "Plans, Specifications and Estimates Guide" regarding quantity calculations.
- Review the adequacy of quantities prepared by the CONTRACTOR Team. Request corrections, if necessary.
- Calculate final quantities, such as: Miscellaneous, Drainage, Earthwork, Structural, Hazardous Waste Remediation (if found in the hazardous waste study), Right-of-Way obligations to be included in the contract, etc.
- Revise the estimate.

Task 26.15 (D393) – Complete Electrical Portion of the PS&E

- Peters shall review the Final Pavement Delineation Plans to ensure they are compatible with electrical design.
- Peters shall complete the electrical portion of the project PS&E, which includes street lighting on the bridge and at the intersections of Foster and Hitchcock.

Task 26.15.a – Construction Documents

- Peters shall prepare final construction plans and opinion of probable construction cost for the traffic signal and street lighting facilities. One (1) set of reproducible plans and specifications will be submitted to CONTRACTOR.

Task 26.16 (D396) – Prepare Detour, Traffic Handling, and Temporary Connection Plans

- CONTRACTOR to request Peters to prepare the Final Traffic Handling Plans. Include the following:
 - Traffic Management Plan
 - Construction Staging Plan
 - Lane Closure Charts

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

- Preliminary Pavement Delineation Plan
 - Length of Work Periods
 - Work Schedules Impacting Traffic
 - Feasibility of Night/Weekend Construction
 - Any Special Conditions
- After receipt of the Final Traffic Handling Plans and Traffic Management Plan, update plans for detours, temporary connections, stage construction, etc.
 - Transmit plans to County Construction Unit for constructability review.
 - Review comments and reconcile with the County Construction Unit.

Task 26.17 (D397) – Review Components of the Traffic Plan

- Send copies of the component traffic plans to the County Traffic Unit.
- The following are components of the Traffic Plan:
 - Pavement Delineation
 - Traffic Electrical
 - Traffic Lighting
 - Traffic Signing
 - Traffic Handling
- Reconcile returned comments and revise the component plans, as appropriate.

Task 26.18 (D398) – Obtain County Review of Road Closure

- Prepare a list of temporary local road closures that may occur during construction.
- Send the list and related information to the County.

Task 26.18.a – Meetings

- Peters shall attend up to seven (7) additional meetings with CONTRACTOR and/or County Staff as requested by CONTRACTOR.

Task 26.2 (Group 300.C)

Task 26.20 (D400) – Obtain Right-of-Way Information (to be completed by County's Right of Way Consultant)

- Furnish information on right-of-way contractual obligations to be included in the PS&E. For "No. 3" Right-of-Way Certification, the County's Right-of-Way Consultant should indicate when a "No. 1" or "No. 2" certification will be available. For a "No. 3" certification with "Work-arounds", the County's Right-of-Way Consultant should also furnish work-around details.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 26.21 (D401) – Review Right-of-Way Contractual Obligations

- Review right-of-way contractual obligations identified in the Right-of-Way Contracts.
- Review previously calculated quantities and revise as necessary.
- Change quantity lists and update the estimate.

Task 26.3 (Group 300.D) – PS&E

Task 26.30 (D402) – Prepare Draft PS&E Package

- Complete the forms.
- Review the requirements for the PS&E Submittal and obtain data necessary for completion.
- Review the estimate.
- Prepare a Preliminary Progress Schedule (if applicable).
- Obtain a printout of the proposed Standard Special Provisions.
- Perform a preliminary review of the Draft PS&E package.

Task 26.31 (D403) – Identify Recyclable Materials

- If the project involves reconstructing existing highway facilities, identify which items can be reused. Add salvaged and reused items to the estimate and quantities lists.
- Update estimate.

Task 26.32 (D405) – Send Draft Project Plans to County and Caltrans OSLA for Review

- Send project plans to County for review.
- County review project plans and send comments to the CONTRACTOR's Project Engineer.
- Reconcile comments.

Task 26.33 (D406) – Prepare Survey File - Cross Sections - Slope Staking Notes

- Assemble survey data and calculations: station lines, right-of-way ties, profiles, grid/grade sheets, slope stake data, structure stake-out notes, finished grade notes, etc. Produce staking notes and cross sections at one hundred (100) foot intervals and at changes in horizontal and vertical alignment such as beginning of curves, end of curves, angle points grade breaks, flow lines, and grading catch points along Davis Road,

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Reservation Road, Foster Road, and Hitchcock Road. There shall be one (1) cross section per an 8 ½" x 11" sheet. A total of two hundred (200) cross section sheets are proposed.

- Staking Notes shall be placed on the same sheet with the cross sections. These will not be part of the contract documents but rather will be placed on the Supplemental Information CD.

Task 27 (Milestone 300) – Complete 90% PS&E

Task 27.10 (Group 300.D) – 90% Roadway PS&E

Task 27.10 (D407) – Complete Project Plans - 90% Plans

- Revise project plans in accordance with comments received from County, as appropriate.

Task 27.11 (D408) – Prepare Final Estimate of Cost

- Review current estimate and unit price analysis.
- Contact team (sub-consultants) to ensure that their items are complete.
- Revise estimate and include in the Draft PS&E package

Task 27.2 (Group 300.E)

Task 27.20 (D409) – Conduct Project Safety and Constructability Review

- Request the Safety Review Committee chairperson to schedule a committee meeting to review the project.
- Summarize notes of the meeting for use in preparing the Safety Review Report.
- Prepare Safety Review Report.

Task 27.21 (D410) – Revise PS&E per Review Committee comments

- Review and respond to the recommendations of the Safety and Constructability Review Committee.
- Revise project plans accordingly.

Task 27.3 (Group 300.F)

Task 27.30 (D411) – Prepare Materials Information Handout

- Request Parikh Consultants, Inc. (Parikh) to prepare a Materials Information Handout.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

- Parikh prepares Materials Information Handout and sends to CONTRACTOR's Project Engineer. CONTRACTOR's Project Engineer includes the handout in the PS&E Submittal.

Task 27.31 (D413) – Request Final Permits Review

- Conduct a permits review to ensure the following:
 - All permits have been issued, approval conditions in each permit have been complied with in the PS&E or handled otherwise, and expiration dates are current.

Task 27.4 (Group 300.G)

Task 27.40 (D414) – Prepare Draft Special Provisions

- Review appropriate SSPs and edit, if necessary.
- Prepare specifications for items of work not covered by SSPs.

Task 27.41 (D415) – Complete PS&E Checklist and Certification

- Prepare the PS&E Checklist and Certification and include in the PS&E package.

Task 27.5 (Group 300.H)

Task 27.50 (D412 and D416) – Prepare Request Final Environmental Review

- Request LSA to conduct a final environmental review to verify that mitigation issues have either been accomplished or included in the PS&E submittal. The review should include environmental commitments, hazardous waste remediation requirements, and material sites.
- LSA notifies County that the final environmental review is complete or prepares an Environmental Reevaluation and Certification.

Task 27.6 (Group 360.A)

Task 27.60 (D417) – Complete Draft PS&E submittal

- Update Plans, Draft Structure Special Provisions and Opinion of Probable Construction Cost given comments from Draft PS&E review.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 28 Milestone 377 – Complete PS&E and Send to County Office Engineer

Task 28.1 (Group 377.A)

Task 28.10 (D418) – Complete Roadway PS&E

- After receipt of the Roadway PS&E submittal, circulate to County Departments for review.
- Request the CONTRACTOR's Project Engineer to reconcile comments, complete the Roadway PS&E submittal, and update the estimate, if required.

Task 28.11 (D420) – Prepare Combined PS&E – 100% Plans

- After receipt of the structure PS&E, combine the structure PS&E with the roadway PS&E.
- Send a copy of the final roadway plans to Caltrans OSLA.

Task 29 Milestone 378 – Complete Structures PS&E

Task 29.10 (D419) – Send 100% PS&E to County and Caltrans.

- Submit Final Plans, Structure Special Provisions and Opinion of Probable Construction Cost to County and Caltrans OSLA.
- Meet with County and Caltrans OSLA to discuss Final PS&E submittal.

Task 30 Milestone 380 – Send PS&E to County

Task 30.1 (Group 380.A)

Task 30.10 (D421) – Prepare Draft Contract Documents

- Prepare draft contract documents.
- Send the combined PS&E submittal to affected units for review.
- After receipt of comments, reconcile the comments.
- Send the combined PS&E submittal to the County Office Engineer.

Task 30.2 (Group 380.B)

Task 30.10 (D423) – Prepare Request for Funds

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

- Analyze the current estimate. Consider size of project, inflation, time of the year, etc.
- Prepare a Draft Request for Funds. Attach appropriate estimates.
- Circulate the Draft Request for Funds to County.
- Resolve comments, revise the Request for Funds, and submit to County for signature.
- Attach copy to PS&E submittal.

Task 30.21 (D424) – Obtain California Transportation Commission (CTC) Funding Approval (Task completed by County, if applicable)

- Schedule a funding vote date with the CTC.
- Send the Request for Funds to the CTC.
- Notify the team of the CTC vote.

Task 31 (Milestone 410) – Obtain Right-of-Way Certification (by County)

Task 31.1 (Group 410.A)

Task 31.10 (D426) – Determine Method of Right-of-Way Cleanup

- Inspect the right-of-way and identify items that must be removed. Notify the CONTRACTOR's Project Engineer of items that are to be included in the clearing and grubbing contract item.
- Arrange for right-of-way cleanup by requiring a demolition contractor to perform additional cleanup; otherwise, prepare a separate minor contract.

Task 31.2 (Group 410.B)

Task 31.20 (D427) – Complete Right-of-Way Certification

- Contact the Right-of-Way Branch to determine if the Right-of-Way Certification is still valid.
- If Right-of-Way Certification is a No. 3 or No. 3 with "Workarounds", request the Right-of-Way Branch to indicate when a No. 2 or No. 1 will be available. A No. 1 or No. 2 Certification must be obtained prior to bid opening.
- Include the Right-of-Way Certification Letter in the draft contract documents.

Task 32 (Milestone 420) – Complete Special Provisions

Task 32.1 (Group 420.A)

Task 32.10 (D428) – Complete Specifications

- Review PS&E submittal and request revisions, as appropriate.
- See that (1) the proposed work is biddable and buildable; (2) the PS&E are consistent and conform to County policies and standards; and that (3) the items are completed prior to the "Ready to List for Advertisement" date.
- Add County "boilerplate" specifications to Caltrans 2010 Specifications Template.

Task 33 (Milestone 460) – Determine Contract is Ready to List for Advertising

Task 33.1 (Group 460.A) – Prepare Ready to List (RTL) and PS&E Certifications

Task 33.10 (D430) – Prepare Project for Advertising

- Perform the following:
 - Revise plans as necessary
 - Check plan titles, sheet code letters, signatures, seals, and sheet numbering
 - Add index of plan sheets to title sheet
 - Check quantities
 - Check applicable Standard Plans
 - Update estimate
 - Review contract Special Provisions
- Reproduce contract documents (by County).

Task 34 (Milestone 480) – Advertise Contract

Task 34.1 (Group 480.A) – Bidding Phase

Task 34.10 (D431) – Complete Resident Engineer (RE) File

- After the project has been advertised, prepare the RE File.
- Send the file to the County's RE.

Task 34.11 (D432) – Prepare Addenda

- Identify the need for an addendum (a).

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

- Prepare a request for approval to issue the addendum (a). Obtain the concurrence of the County Office Engineer and Project Manager.
- Obtain concurrence from responsible persons who have signed and sealed the contract plans.
- Issue the addendum (a).

Task 34.13 (D434) – Prepare Contract Award Recommendation

- Discuss the bid with County under the following conditions:
 - Low bid exceeds estimate by 10% or more
 - An overrun with only one bid
 - Low bid is more than 25% below the estimate (20% if the estimate is over \$1,000,000)
- To assist the analysis, contact the low bidder.
- Follow the procedures for recommendations, as described in the PS&E Guide -- Section 1-2.07. County to prepare contract award recommendation.
- County awards contract.

Task 35 (Milestone 500) – Approve Contract

Task 35.1 (Group 500.A) – County to Prepare Maintenance Agreement

Task 35.10 (D435) – Request Preparation of Maintenance Agreements and Relinquishment Maps

- After award of the contract, request the County Survey Unit to prepare maps showing limits of relinquishments. The County Survey Unit sends the plans to the CONTRACTOR's Project Engineer.
- Review features such as:
 - County limits
 - Permanent drainage or slope easements
- County Survey Unit completes relinquishment maps, if any parcels need to be relinquished.

Task 36 (Milestone 000) – Project Management, QC, and Meetings

Task 36.1 – Project Management

- Coordinate with County, Caltrans, and other agencies.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

- Direct work, manage Parikh, Avila, and Peters, prepare progress reports and schedule updates, monitor schedule and budgets.
- Coordinate with County and its subconsultants including LSA.

Task 36.2 – QA/QC

- Perform QC review of deliverables.

Task 36.3 – Meetings

- Prepare Agenda, Meeting Notes, and Action Items for PDT meetings with Monterey County and Caltrans. Meetings may be in person or via conference call. Twenty-four (24) bimonthly meetings at County offices are included in the budget for this task. Bimonthly conference calls will be held on those months when meetings are not held at County offices. Additional meetings shall be considered extra services.

Supplemental Services

Task Supp-01 (D360) – Potholing and Complete Surveys for Utility Relocations

During the development of utility relocation plans, potholing of utilities and surveys may be required to positively locate certain utilities.

This task will include the following:

- Either coordination with a County hired contractor to pothole the utilities or hiring a sub-consultant to pothole the utilities.
- Prior to hiring a contractor to do this work, the CONTRACTOR will prepare an exhibit and will locate the approximate number and location of the potholes necessary. This exhibit will be given to the pothole contractor.
- While the utility is exposed, the County Surveyor shall survey the utilities to positively locate both horizontally and vertically and shall provide an electronic AutoCAD file of the utilities in order to complete the design of the roadway improvements.

Deliverables:

- Electronic Survey AutoCAD file of located utilities

Task Supp-02 (D394-5) – Landscape and Irrigation PS&E

Includes mitigation revegetation in the riverbed and for tree removal. A detailed scope of services and fee would need to be prepared, once mitigation has been determined through the environmental process. Tasks would include:

Task D394 – Complete Landscape PS&E

- Review landscape features, particularly the waterline crossover pipe data and erosion control features. Review for compatibility with plans prepared by the CONTRACTOR Team. If landscaping was included for environmental mitigation, it should be reviewed by LSA.
- Revise and complete the landscape PS&E.

Task D395 – Prepare Final Plans for Landscape Review

- Send final project plans to the County for review.
- The County reviews the plans and sends comments to the CONTRACTOR's Project Engineer.
- CONTRACTOR's Project Engineer returns comments to County that revises project plans, if appropriate.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task Supp-03 (D333, D334, D407, D408 and D428) – Project Aesthetics

Task D333 - Request Aesthetics Review

- Request the County to conduct an aesthetics review with advisory groups.

Task D334 - Prepare Aesthetics Recommendations

- Conduct aesthetics review with appropriate groups.
- Prepare summary of recommendations and actions by others
- Send summary of recommendations and actions to the County.
- Additional architectural features may be added to the Project Plans. An architectural sub-consultant will need to be hired to develop an architectural concept (rendering stage) for the Davis Road Bridge at the Salinas River. A pre-concept meeting will be held with the County and Caltrans to define any requirements, restrictions, or guidelines for the Design Team.
- CONTRACTOR will then provide the PS&E for the chosen aesthetic design concept. This task includes the preparation of one (1) additional plan sheet containing structural details and one (1) additional civil construction detail of the aesthetic features in the County approved Design Concept submittal. These plan sheets will be included in the PS&E package. Quantities, estimate, and specifications will be prepared in support of the new contract items associated with the chosen aesthetic features.
- It is anticipated that there will a concept plan and then 50% and 90% PS&E submittals for this task. Before each submittal an Independent Discipline Review QC will be performed as well as an internal QC Discipline Review prior to any submittal to County.

The following Caltrans workflow tasks will be completed with this task:

- *D333 - Request Aesthetics Review*
- *D334 - Prepare Aesthetics Recommendations*
- *D407 - Complete Project Plans*
- *D408 - Prepare Final Estimate of Cost*
- *D428 - Complete Specifications*

Deliverables:

(1) One detail sheet with structural details of aesthetic features

(1) One civil construction detail for other aesthetic features

Specifications for the added aesthetic features

PS&E for aesthetic and slope paving changes including possible changes to two (2) plan sheets

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task Supp-04-SWPPP Field Monitoring

- This task includes pre-storm field inspection and observation of the functioning of the CONTRACTOR's stormwater system during storms. Twenty-five (25) such storms are assumed for the duration of the contract.

Deliverables:

Pre-storm field inspection and Observation Reports

Task Supp-05 (MS 600 and 700) – Construction Support

Milestone 600 – Administer Contract/Construction Support

Task Group 600.A

Task – Construction Support

- During the construction contract, respond to inquiries from the County's RE and issue Requests for Information (RFI) and change orders, as needed.
- Maintain an RFI log specifying the date of inquiry, the topic, and the date of resolution sent back to the County's RE.
- Fill out a RFI memo specifying the date of inquiry and by whom, the question to be researched, a statement given the explanation and resolution to the inquiry, a justification of cost change, if a change order is necessary.
- Maintain a change order log similar to the RFI log attached.

Task D437 – Prepare Final Construction Project Records

- At conclusion of the construction contract, the County's RE prepares the final construction project records.

Optional Task 600.A.1 – Construction Support

Peters will be available to address questions during project bidding and to assist in the preparation of addenda, if required. Peters will attend a pre-bid meeting or bid opening and assist in the analysis of bids, if requested.

Peters will be available to provide the following construction support services for the construction contract:

- Attend the preconstruction meeting and construction meetings.
- Review and respond to shop drawing submittals.
- Prepare written responses to written RFIs from the Contractor.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

- Perform periodic field visits during construction. The purpose of these site visits is to observe project construction to determine general compliance with the plans, specifications, and other contract documents.
- Clarify construction documents.
- Attend the final inspection (“walk-through”).
- Provide advice and technical support for construction change orders.
- Prepare record drawings from information provided by Contractor for significant changes during construction.
- RFI Responses & Memos: During the construction of the project Parikh will be available to review RFIs that are generated on the project and respond to them verbally; by e-mail or in memo format as needed.
- Site Review & Meetings: As needed Parikh’s project members may be required to visit the site for issues that may require their response and support. They will also be requested to attend relevant project meetings from time to time.
- Construction Observation: During construction of the foundation for the bridge it is expected that Parikh provide field engineer observations for the CIDH foundations or other pile types as necessary. These observations are to comply with the design recommendations and to support the RE. The Project Team will also be required to support in the office and field as necessary. Laboratory testing and materials testing is not included in Parikh’s scope of services.

Optional Task 600.A.2 – Additional Hydraulic Analysis

- Avila shall perform additional hydraulic analysis for existing or proposed conditions based on County’s needs.
- Avila shall rewrite reports from Task 17.22.e to incorporate additional modeling results/revisions to the analysis.

Deliverable: Hydraulic analysis to be included in the TM under Task 17.22.e

Assumptions: Additional hydraulic analysis up to the task budget.

Optional Task 600.A.3 – Hydraulic Analysis/Support Services during Construction

Optional tasks in Exhibit A-3 shall not be provided unless authorized in writing via an amendment to this Agreement by the County prior to optional tasks being provided.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Milestone 700 – Prepare Final Project Files

Task Group 700.A

Task D438 – Prepare County Final Estimate

- Prepare the final contract estimate after all quantities have been calculated, adjustments have been made, and contract change orders have been approved.
- Send the final contract estimate to the contractor.

Task D439 – Complete Project History File and As-Built Plans

- Request the County to provide project records, letters, reports, etc. for the Project History File.
- Assemble relevant records; avoid duplication.
- Prepare draft As-Built Plans by including contract change orders and other plan revisions.
- Send the draft As-Built Plans to the CONTRACTOR for final preparation.
- File final As-Built Plans and Project History File in accordance with County procedures.

Task Supp-06 – Farm Appurtenance Relocation Coordination

This task includes coordination (not design) with the owners of farm appurtenances that are affected by the project. Coordination is expected to be ongoing throughout the course of the work. It is assumed that the owners of these facilities will perform their own design and relocation, under separate contract. Of special note are the tiles and canisters located along the east side of Davis Road. CONTRACTOR has not been provided any details of such facilities nor is their extent known. Any such work related to these facilities, including coordination, meetings, exploration, design, relocation, etc. shall be compensated on a time and materials basis with County approval via an amendment to this Agreement prior to services being provided. This task also includes:

Task 23.32 (D331) - Review for Water Well Abandonment

There is a sump pump at Hitchcock and Davis Roads. It is assumed that all well and appurtenance work will be performed by the owner of the facility or others.

- Determine locations of Water Wells (County surveys)
- Identify Right-of-Way impacts to all water wells.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task Supp-07 (D213) – Caltrans Coordination

This task includes work involved in coordinating with Caltrans, including, but not limited to, Caltrans District 5, OSLA, and Headquarters.

This task includes preparing Caltrans Exhibit 6D and “Request for Authorization” packages as required to initiate the Right-of-Way, Utility Relocation, and Construction Phases and to obtain additional Highway Bridge Program (HBP) funding for the Preliminary Engineering, Right-of-Way, and Utility Relocation phases should the need arise. The relevant forms appear in Caltrans Local Assistance Procedures and Program Guidelines Manuals. CONTRACTOR will complete the forms, with input from the County, and submit them to Caltrans along with required supporting documentation. CONTRACTOR does not warrant that Caltrans or Federal Highway Administration (FHWA) will approve any such funding or additional funding.

This task also includes one (1) meeting at Caltrans Headquarters, one (1) meeting at Caltrans OSLA in Sacramento, one (1) meeting with the County to discuss completion of the forms, and phone conversations with the County and Caltrans District 5 in performing this work.

Task Supp-08 – Public Outreach

All work in this task shall be reimbursed on a time and materials basis with County approval via an amendment to this Agreement prior to services being provided. The following efforts are assumed:

- One (1) Environmental Impact Report (EIR) Hearing
- Six (6) Meetings with Farmers and Landowners
- Two (2) One-Day Public Workshops with Exhibits
- One (1) Planning Commission and Board of Supervisors Meeting
- One (1) Additional Public Meeting

Task Supp-09 – Update ED if Scope Changes

This is Task D242:

- Review project approval documents, particularly the Areas of Potential Effects (APE) limits and conditions of Environmental Approval.
- Identify and evaluate changes that may require revision in the environmental document.
- Contact LSA for their evaluation.
- For minor items, request LSA to make necessary changes. For major items, arrange for a PDT meeting to evaluate options.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task Supp-10 (P085) – Design Exceptions

This task includes all work involved in applying for design exceptions as described under Task 16.2, 17.43, and 17.44.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Excluded Services

The following services are excluded from this scope of services:

1. Hazardous Materials assessment and treatment.
2. Right-of-Way Acquisition.
3. Environmental Clearance.
4. Construction Management and Administration.
5. Design of Farm Appurtenances, Pumps, Wells, Irrigation and Drainage Systems, including Tiles, etc.
6. Any other task not specifically listed herein.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

PAYMENT PROVISIONS

COST-PLUS-FIXED FEE – BASIC SERVICES

The basis of payment for the basic services provided under this Amendment No. 5 to this Agreement shall be cost-plus-a fixed fee.

1. County shall reimburse CONTRACTOR for actual costs (including labor costs, employee benefits, overhead, and other direct costs, including but not limited to subconsultant costs and travel expenses) incurred by CONTRACTOR in the performance of the work in this Amendment No. 5, in an amount not to exceed \$2,935,711, exclusive of any fixed fee, without an amendment to this Agreement. Actual costs shall include 162.81% overhead applied to actual salaries plus actual direct costs.
2. In addition to the costs referred to in Paragraph 1 above, County shall pay CONTRACTOR a fixed fee of \$247,965. Said fixed fee shall not be altered unless there is a significant alteration in the scope, complexity or character of the work to be performed.
3. CONTRACTOR shall be reimbursed for actual travel expenses incurred in the performance of this work, including the use of private cars at the rate of \$0.575 cents per mile, or the then-current Internal Revenue Services (IRS) approved rate if lesser, while traveling away from CONTRACTOR's headquarters which is hereby designated as Rancho Cordova, California. In addition, CONTRACTOR's personnel shall be reimbursed for per diem expenses at a rate not to exceed that currently authorized by County for its employees.
4. Total expenditures made under this Amendment No. 5 for Basic Services, including the fixed fee, shall not exceed the sum of \$3,183,676 without an amendment to this Agreement.

COST-PLUS-FIXED FEE –SUPPLEMENTAL SERVICES

The basis of payment for the Supplemental Services provided under this Amendment No. 5 to this Agreement shall be cost-plus-a-fixed fee. The actual costs and fixed fee shall be negotiated for each individual supplemental service.

1. County shall reimburse CONTRACTOR as per Paragraph 1 above under Basic Services, but in an amount not to exceed \$659,720, exclusive of any fixed fee, without an amendment to this Agreement.
2. In addition to the costs referred to in Paragraph 1 above, County shall pay CONTRACTOR a fixed fee for each Supplemental Service, calculated as 10% of the actual costs including overhead. Aggregate fixed fees for all Supplemental Services performed shall not exceed of \$55,972, without an amendment to this Agreement. Said

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

fixed fees for each Supplemental Service shall not be altered unless there is a significant alteration in the scope, complexity or character of the work to be performed.

3. CONTRACTOR shall be reimbursed for actual travel expenses incurred in accordance with Paragraph 3 under Basic Services.
4. Total expenditures made under this Amendment No. 5 for Supplemental Services, including the fixed fee, shall not exceed the sum of \$715,692 without amendment to this Agreement

Total expenditures made under this Amendment No. 5 for Basic and Supplemental Services, including the fixed fee, shall not exceed the sum of \$3,899,368 without amendment to this Agreement.

Total expenditures made under this Agreement and all amendments to date, including this Amendment No. 5, shall not exceed the sum of \$3,691,539 for Basic Services or \$768,192 for Supplemental Services without an amendment to this Agreement

EXHIBIT A-3 -- SCOPE OF SERVICES/PAYMENT PROVISIONS

**TRC ENGINEERS, INC.
FEE PROPOSAL
LAPM EXHIBIT 10-H FORMAT**

Date: 4/27/2015

PROJECT DAVIS ROAD WIDENING AND BRIDGE REPLACEMENT

DIRECT LABOR

Function	Individuals	Hours	Average Hourly Rate	Total
Project Manager	M. Imbriani, M. Christensen, T. Tracy, B. Schamber	1658 @	\$87.73	\$146,456.34
Project Engineer	J. Conklin, T. Lambert, A. Kallidndl, G. Armstrong, R. Dansby, C. Pinkerton, F. Aridl, G. Gross, W. Cullumber	3579 @	\$66.45	\$237,824.55
Senior Engineer		4087 @	\$49.68	\$203,042.16
Engineer II	B. Schoppe, B. Holton	6975 @	\$43.79	\$306,435.25
Engineer I	G. Arreola, K. Negoro, A. Bedal	0	\$31.30	\$0.00
CADD Supervisor	G. Imbsen	1383 @	\$50.72	\$70,145.76
CADD Technician	A. Cardoza	3834 @	\$33.32	\$127,748.88
Desktop Publisher	J. Hull	224 @	\$32.00	\$7,168.00
Admin Assistant	T. Maechler, M. Wilkinson, S. Dowdle, M. Hawthorne	369 @	\$31.88	\$11,689.92
	Escalation (See page 2)			\$47,978.71
	Total Direct Labor Costs	22,109		\$1,156,490

INDIRECT COSTS

		Rate	Total
Fringe Benefits	45.2% audited	45.20%	\$522,733.28
General Overhead	117.61% audited	117.61%	\$1,360,147.38
	Total Indirect Costs	162.81%	\$1,882,881

DIRECT COSTS

	Quantity	Per Unit	Total
Mileage	18 trips @ 380 miles per trip	\$0.560	\$3,830.40
Lodging	18	\$120.00	\$2,160.00
Per Diem	36	\$34.00	\$1,224.00
Mail	47	\$6.00	\$282.00
Overnight Mail	40	\$20.00	\$800.00
Other	1	\$4,282.00	\$4,282.00
Large Copies	16440	\$0.15	\$2,466.00
Vellums	229	\$7.50	\$1,717.50
Copies	24206	\$0.07	\$1,694.42
Value Analysis Specialists			\$96,000.00
Asbestos & Lead Testing			\$30,000.00
Permit Fees			\$10,000.00
	Total Other Costs		\$154,456

FEE (Profit)

10.00% **\$303,937**

SUBCONTRACTOR COSTS

Geotechnical/Testing - Parikh	\$246,600.00
Hydraulics/Hydrology/Scour - Avila	\$91,004.00
Electrical - Peters	\$65,000.00

Total Subcontractor Costs **\$401,604**

TOTAL COST

\$3,899,368

COST DISTRIBUTION BY PHASE

PE	\$3,522,439
CE	\$376,929

EXHIBIT A-3 -- SCOPE OF SERVICES/PAYMENT PROVISIONS

Exhibit 10-H Sample Cost Proposal (Example #1)

Page 2 of 2

Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts
(Sample Calculations for Anticipated Salary Increases)

Consultant TRC Engineers, Inc. Contract No. _____ Date 4/27/15

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

Direct Labor Subtotal per Cost Proposal	/	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$1,108,510.86	/	22,109	=	\$50.14	Year 1 (2015) Avg Hourly Rate

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

Year	Avg Hourly Rate	+	Proposed Escalation	=	Avg Hourly Rate	Year
Year 1	\$50.14	+	0.00%	=	\$50.14	Year 2 (2016) Avg Hourly Rate
Year 2	\$50.14	+	5.00%	=	\$52.65	Year 3 (2017) Avg Hourly Rate
Year 3	\$52.65	+	2.50%	=	\$53.96	Year 4 (2018) Avg Hourly Rate
Year 4	\$53.96	+	2.50%	=	\$55.31	Year 5 (2019) Avg Hourly Rate

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

Year	Estimated % Completed Each Year	*	Total Hours per Cost Proposal	=	Total Hours per Year	Year
Year 1	1.87%	*	22109	=	414	Estimated Hours Year 1 (2015)
Year 2	28.82%	*	22109	=	6373	Estimated Hours Year 2 (2016)
Year 3	45.00%	*	22109	=	9949	Estimated Hours Year 3 (2017)
Year 4	16.00%	*	22109	=	3537	Estimated Hours Year 4 (2018)
Year 5	8.31%	*	22109	=	1836	Estimated Hours Year 5 (2019)
Total	100%		Total	=	22109	

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

Year	Avg Hourly Rate (calculated above)	*	Estimated hours (calculated above)	=	Cost per Year	Year
Year 1	\$50.14	*	414	=	\$20,756.87	Estimated Cost Year 1 (2015)
Year 2	\$50.14	*	6373	=	\$319,517.17	Estimated Cost Year 2 (2016)
Year 3	\$52.65	*	9949	=	\$523,771.38	Estimated Cost Year 3 (2017)
Year 4	\$53.96	*	3537	=	\$190,885.57	Estimated Cost Year 4 (2018)
Year 5	\$55.31	*	1836	=	\$101,558.58	Estimated Cost Year 5 (2019)
Total Direct Labor Cost with Escalation				=	\$1,156,489.57	
Direct Labor Subtotal before escalation				=	\$1,108,510.86	
Estimated total of Direct Labor Salary Increase				=	\$47,978.71	Transfer to Page 1

NOTES:

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

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

FEE SUMMARY BY PHASE AND WORK TYPE

PHASE 2A						
Task No.	Milestone Grouping	TRC	Avila	Peters	Parikh	Total
16.1	010B-010E	\$30,108	\$0	\$0	\$0	\$30,108
16.2	020A-020H	\$0	\$0	\$0	\$0	\$0
16.3	020I-040A	\$32,825	\$0	\$0	\$0	\$32,825
na	040B-140B	\$0	\$0	\$0	\$0	\$0
na	160A-160E	\$0	\$0	\$0	\$0	\$0
16.1	Other Direct Costs	\$96,000	\$0	\$0	\$0	\$96,000
TOTAL PHASE 2A BASIC		\$158,931	\$0	\$0	\$0	\$158,931
PHASE 2B						
Task No.	Milestone Grouping	TRC	Avila	Peters	Parikh	Total
17.1-17.2	200A-200D	\$50,362	\$86,004	\$0	\$0	\$136,366
17.4-17.5	200E-200G	\$29,086	\$0	\$0	\$104,099	\$133,185
18.1-18.8	220A-220K	\$278,437	\$0	\$5,000	\$0	\$283,437
18.9-23.3	220L-260C	\$326,992	\$0	\$0	\$0	\$326,992
23.4-23.8	260D-260K	\$194,644	\$0	\$8,000	\$0	\$202,644
24.1-25.1	265-275	\$719,018	\$0	\$0	\$0	\$719,018
26.1-27.5	300	\$553,480	\$0	\$25,000	\$10,000	\$588,480
27.6-36.3	360-500B, 000	\$512,666	\$0	\$12,000	\$0	\$524,666
	Other Direct Costs	\$58,457	\$0	\$0	\$51,501	\$109,958
TOTAL PHASE 2B BASIC		\$2,723,141	\$86,004	\$50,000	\$165,600	\$3,024,745
TOTAL BASIC SERVICES		\$2,882,072	\$86,004	\$50,000	\$165,600	\$3,183,676
Supplemental Services- Not CON		\$338,763	\$0	\$0	\$0	\$338,763
TOTAL P.E. (BASIC + SUPPLEMENTAL)		\$3,220,835	\$86,004	\$50,000	\$165,600	\$3,522,439
Supplemental Services- Construction (C.E.)		\$276,929	\$5,000	\$15,000	\$80,000	\$376,929
TOTAL SUPPLEMENTAL SERVICES		\$615,692	\$5,000	\$15,000	\$80,000	\$715,692
GRAND TOTAL FEE (PE + CE)		\$3,497,764	\$91,004	\$65,000	\$245,600	\$3,899,368

P.E. Fee/% \$53M CON Cost 8.6%

C.E. Fee/% \$53M CON Cost 0.7%

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Attachments

- 1 – Plan Sheet List
- 2 – List of Deliverables (Phase 1 and Phase 2)
- 3 – County – Provided Information and Services

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

**ATTACHMENT 1
COUNTY OF MONTEREY
DAVIS ROAD BRIDGE REPLACEMENT AND ROAD WIDENING PROJECT
PLAN SHEET LIST**

Sheet Number	Sheet Title			
		TRC	Peters	Parikh
1	Title Sheet	1		
2	Survey Control Sheet	1		
3	Typical Cross Sections 1	1		
4	Typical Cross Sections 2	1		
5	Typical Cross Sections 3	1		
6	Typical Cross Sections 4	1		
7	Typical Cross Sections 5 (Hitchcock)	1		
8	Typical Cross Sections 6 (Foster)	1		
9	Layout Sheet 1	1		
10	Layout Sheet 2	1		
11	Layout Sheet 3	1		
12	Layout Sheet 4	1		
13	Layout Sheet 5	1		
14	Layout Sheet 6	1		
15	Layout Sheet 7	1		
16	Layout Sheet 8	1		
17	Layout Sheet 11 (Hitchcock)	1		
18	Layout Sheet 12 (Hitchcock)	1		
19	Layout Sheet 13 (Hitchcock)	1		
20	Profile Sheet 1	1		
21	Profile Sheet 2	1		
22	Profile Sheet 3	1		
23	Profile Sheet 4	1		
24	Profile Sheet 5	1		
25	Profile Sheet 6	1		
26	Profile Sheet 7	1		
27	Profile Sheet 8	1		
28	Profile Sheet 9	1		
29	Profile Sheet 10	1		

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

30	Profile Sheet 11	1		
31	Profile Sheet 12	1		
32	Profile Sheet 13	1		
33	Construction Details-Removal Sheets 1	1		
34	Construction Details-Removal Sheets 2	1		
35	Construction Details-Removal Sheets 3	1		
36	Construction Details-Removal Sheets 4	1		
37	Construction Details-Removal Sheets 5	1		
38	Construction Details-Removal Sheets 6	1		
39	Construction Details-Removal Sheets 7	1		
40	Construction Details-Removal Sheets 8	1		
41	Construction Details-Removal Sheets 9	1		
42	Construction Details-Removal Sheets 10	1		
43	Construction Details-Removal Sheets 11	1		
44	Construction Details-Removal Sheets 12	1		
45	Construction Details-Removal Sheets 13	1		
46	Construction Details-Intersection Details	1		
47	Construction Details-Intersection Details	1		
48	Construction Details-Intersection Details	1		
49	Construction Details-Misc Details	1		
50	Construction Details-Misc Details	1		
51	Water Pollution Sheets 1	1		
52	Water Pollution Sheets 2	1		
53	Water Pollution Sheets 3	1		
54	Water Pollution Sheets 4	1		
55	Water Pollution Sheets 5	1		
56	Water Pollution Sheets 6	1		
57	Water Pollution Sheets 7	1		
58	Water Pollution Sheets 8	1		
59	Water Pollution Sheets 9	1		
60	Water Pollution Sheets 10	1		
61	Water Pollution Sheets 11	1		
62	Water Pollution Sheets 12	1		
63	Water Pollution Sheets 13	1		
64	Erosion Control Sheets 1	1		
65	Erosion Control Sheets 2	1		
66	Erosion Control Sheets 3	1		

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

67	Erosion Control Sheets 4	1		
68	Erosion Control Sheets 5	1		
69	Erosion Control Sheets 6	1		
70	Erosion Control Sheets 7	1		
71	Erosion Control Sheets 8	1		
72	Erosion Control Sheets 9	1		
73	Erosion Control Sheets 10	1		
74	Erosion Control Sheets 11	1		
75	Erosion Control Sheets 12	1		
76	Erosion Control Sheets 13	1		
77	Contour Grading Plans 1	1		
78	Contour Grading Plans 2	1		
79	Contour Grading Plans 3	1		
80	Contour Grading Plans 4	1		
81	Contour Grading Plans 5	1		
82	Contour Grading Plans 6	1		
83	Contour Grading Plans 7	1		
84	Contour Grading Plans 8	1		
85	Contour Grading Plans 9	1		
86	Contour Grading Plans 10	1		
87	Contour Grading Plans 11	1		
88	Contour Grading Plans 12	1		
89	Contour Grading Plans 13	1		
90	Drainage Plan 1	1		
91	Drainage Plan 2	1		
92	Drainage Plan 3	1		
93	Drainage Plan 4	1		
94	Drainage Plan 5	1		
95	Drainage Plan 6	1		
96	Drainage Plan 7	1		
97	Drainage Plan 8	1		
98	Drainage Plan 9	1		
99	Drainage Plan 10	1		
100	Drainage Plan 11	1		
101	Drainage Plan 12	1		
102	Drainage Plan 13	1		
103	Drainage Profiles 1	1		

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

104	Drainage Profiles 2	1		
105	Drainage Profiles 3	1		
106	Drainage Profiles 4	1		
107	Drainage Plan Details	1		
108	Drainage Culvert Plan 1	1		
109	Drainage Culvert Plan 2	1		
110	Drainage Culvert Details	1		
111	Drainage Quantities	1		
112	Drainage Quantities	1		
113	Utility Sheets 1	1		
114	Utility Sheets 2	1		
115	Utility Sheets 3	1		
116	Utility Sheets 4	1		
117	Utility Sheets 5	1		
118	Utility Sheets 6	1		
119	Utility Sheets 7	1		
120	Utility Sheets 8	1		
121	Utility Sheets 9	1		
122	Utility Sheets 10	1		
123	Utility Sheets 11	1		
124	Utility Sheets 12	1		
125	Utility Sheets 13	1		
126	Summary of Quantities	1		
127	Summary of Quantities	1		
128	Summary of Quantities	1		
129	Summary of Quantities	1		
130	Construction Area Signs 1	1		
131	Construction Area Signs 2	1		
132	Construction Area Signs 3	1		
133	Construction Area Signs 4	1		
134	Construction Area Sign Detail	1		
135	Stage Construction Plans 1 – Stage 1	1		
136	Stage Construction Plans 2 – Stage 1	1		
137	Stage Construction Plans 3 – Stage 1	1		
138	Stage Construction Plans 4 – Stage 1	1		
139	Stage Construction Plans 5 – Stage 1	1		
140	Stage Construction Plans 6 – Stage 1	1		

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

141	Stage Construction Plans 7 – Stage 1	1		
142	Stage Construction Plans 8– Stage 1	1		
143	Stage Construction Plans 9 – Stage 1	1		
144	Stage Construction Plans 10 – Stage 1	1		
145	Stage Construction Plans 11 – Stage 1	1		
146	Stage Construction Plans 12 – Stage 1	1		
147	Stage Construction Plans 13 – Stage 1	1		
148	Stage Construction Plans 1 – Stage 2	1		
149	Stage Construction Plans 2 – Stage 2	1		
150	Stage Construction Plans 3 – Stage 2	1		
151	Stage Construction Plans 4 – Stage 2	1		
152	Stage Construction Plans 5 – Stage 2	1		
153	Stage Construction Plans 6 – Stage 2	1		
154	Stage Construction Plans 7 – Stage 2	1		
155	Stage Construction Plans 8 – Stage 2	1		
156	Stage Construction Plans 9 – Stage 2	1		
157	Stage Construction Plans 10 – Stage 2	1		
158	Stage Construction Plans 11 – Stage 2	1		
159	Stage Construction Plans 12 – Stage 2	1		
160	Stage Construction Plans 13 – Stage 2	1		
161	Detour Plan	1		
162	Pavement Delineation Plan 1	1		
163	Pavement Delineation Plan 2	1		
164	Pavement Delineation Plan 3	1		
165	Pavement Delineation Plan 4	1		
166	Pavement Delineation Plan 5	1		
167	Pavement Delineation Plan 6	1		
168	Pavement Delineation Plan 7	1		
169	Pavement Delineation Quantities 1	1		
170	Pavement Delineation Quantities 2	1		
171	Pavement Delineation Quantities 3	1		
172	Pavement Delineation Quantities 4	1		
173	Pavement Delineation Quantities 5	1		
174	Pavement Delineation Quantities 6	1		
175	Sign Plan 1	1		
176	Sign Plan 2	1		
177	Sign Plan 3	1		

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

178	Sign Plan 4	1		
179	Sign Plan 5	1		
180	Sign Plan 6	1		
181	Sign Plan 7	1		
182	Sign Details	1		
183	Sign Quantities	1		
184	Sign Quantities	1		
185	Sign Quantities	1		
186	Sign Quantities	1		
187	Traffic Signal New - Hitchcock		1	
188	Traffic Signal New - Hitchcock		1	
189	Traffic Signal Modification- Blanco		1	
190	Traffic Signal Modification- Blanco		1	
191	Lighting Plans on Bridge		1	
192	Lighting Plans on Bridge		1	
193	Lighting Plans on Bridge		1	
194	Existing Traffic and Lighting- Blanco		1	
195	General Plan	1		
196	Index to Plans	1		
197	Structure Plan No. 1	1		
198	Structure Plan No. 2	1		
199	Structure Plan No. 3	1		
200	Deck Contours No. 1	1		
201	Deck Contours No. 2	1		
202	Deck Contours No. 3	1		
203	Foundation Plan No. 1	1		
204	Foundation Plan No. 2	1		
205	Foundation Plan No. 3	1		
206	Abutment 1 Layout	1		
207	Abutment 15 Layout	1		
208	Abutment Details No. 1	1		
209	Abutment Details No. 2	1		
210	Pier Layout	1		
211	Pier Details No. 1	1		
213	Pier Details No. 2	1		
214	Typical Section	1		
215	Girder Layout No. 1	1		

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

216	Girder Layout No. 2	1		
217	Girder Layout No. 3	1		
218	Girder Layout No. 4	1		
219	Girder Reinforcement No. 1	1		
220	Girder Reinforcement No. 2	1		
221	Deck Drain Layout No. 1	1		
222	Deck Drain Layout No. 2	1		
223	Deck Drain Layout No. 3	1		
224	Deck Drain Details No. 1	1		
225	Deck Drain Details No. 2	1		
226	Deck Drain - Type D-2 Modified	1		
227	Hinge Details No. 1	1		
228	Hinge Details No. 2	1		
229	Hinge Details No. 3	1		
230	Hinge Details No. 4	1		
231	PTFE/Spherical Expansion Bearing Details	1		
232	Cable Restrainer Type 2	1		
233	Cable Restrainer Adjustment Hardware	1		
234	Joint Seal-Hinge Details-Movement Rating Greater than 4"	1		
235	Structure Approach Type EQ (10)	1		
236	Structure Approach Drainage Details	1		
237	Rock Slope Protection Layout	1		
238	Rock Slope Protection Details	1		
239	Concrete Barrier Type 80, 732 & 736 Tubular Bicycle Railing Details	1		
240	Log of Test Borings 1 of 4			1
241	Log of Test Borings 2 of 4			1
242	Log of Test Borings 3 of 4			1
243	Log of Test Borings 4 of 4			1
243	Total Sheets	231	8	4

Road	186
Structures	45
Traffic	8
Geotechnical	4
Grand Total	243

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

**ATTACHMENT 2
COUNTY OF MONTEREY
DAVIS ROAD BRIDGE REPLACEMENT AND ROAD WIDENING PROJECT**

LIST OF DELIVERABLES – PHASE 1

Reference: Agreement with County, Exhibit A-3 - Scope of Services/Payment Provisions

Task No.	Deliverable	Format	Milestones/ Date Delivered
BASIC SERVICES			
P062	Value Analysis Workbook and Report	5 copies	
P085	Design Exceptions	10 copies	
P144	Utility A Letters	10 copies	
D001	Pavement Deflection Testing	2 copies	
D000	Meeting Minutes, Action Items, and Agendas	5 copies	

LIST OF DELIVERABLES – PHASE 2

Task No.	Deliverable	Format	Milestones/ Date Delivered
30% SUBMITTAL			
D218	Conduct Field Review	4 trip	
D221	Cost Estimate	5 copies	
D224	Prepare ESALs, TIs, and Design Designation	1 overnight package	
D225	Request Traffic Unit to Review Traffic Capacity Requirements	1 mailing	
D233	Hydraulic Report	5 copies	
D248	GADs	5 copies	
D265	Materials Report	5 copies	
D266	Preliminary Drainage Report	5 copies	
D268, 272	Bridge Site Data Submittal	5 copies	
D274, etc.	Prepare Preliminary Stage Construction and Traffic Handling Plans	5 sets	
D276	Send Geometrics to Traffic Unit for Electrical, Signing, and Striping Design	5 sets	
D285	Prepare Standard Culvert Design	5 sets	
D294	Typical Cross Sections	15 copies	
D298	Permits	2 copies	
D308	Bridge Preliminary Report	5 copies	
D313	Type Selection Report and Retrofit Strategy Report	20 copies	
D327	Prepare Traffic Striping, Signing, and Roadside Delineation	15 sets	
D357	Utility B Letters	3 copies	
D359	Utility Cost Estimate	3 copies	
D363	Utility C Letters	3 copies	

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

D365	Right-of-Way Requirements	1 AutoCAD drawing of right-of-way	
D379	30% Submittal	12 copies	9/1/16
60% SUBMITTAL			
D298	Permit Fees	Check(s)	
D381	Structure Foundation Report	5 copies	
D388	Roadway Plans	15 sets	
D382	Structure Plan Sheets	15 sets	
D382	CDRom Plans	2 CD-ROMs	
D382	Estimate	15 sets	5/31/17
90% SUBMITTAL			
D382	Structure Plan Sheets	15 sets	
D386	Structure Special Provisions	15 sets	
D386	Structure Estimate	15 sets	
D382	Structure Quantities	15 sets	
D382	Const Schedule	15 sets	
D407	Roadway Plans	15 sets	
D402	Roadway Special Provisions	15 sets	
D402	Roadway Estimate	15 sets	
D402	Roadway Quantities	15 sets	
D402	Prepare Draft PS&E Package	15 sets	
D408	Prepare Final Estimate of Cost	10 copies	
D410	Response to Comments	15 copies	11/30/17
100% SUBMITTAL			
D411	Supplemental Information Handout	1 reproducible copy	
D418-9	Plan Sheets	15 sets	
D414, 419	Special Provisions	4 sets	
D417	Complete County Draft PS&E Submittal	Misc copies and materials	5/13/18
D408, 419	Estimate	4 sets	
D419	Structure Quantities	4 sets	
D420	Prepare Combined PS&E	15 sets	
D430	Vellum Plan Sheets	1 set	
D430	Hard Copy Plans	20 sets	
D428, D430	Special Provisions	20 sets	8/31/18
D430	Estimate	20 sets	8/31/18
D430	Quantities	20 sets	8/31/18
D431	Deck Contours	1"=4' scale roll	8/31/18
D431	RE Pending File	2 copies	8/31/18
BID PHASE			
D432	Addenda PS&E	Various	
SUPPLEMENTAL SERVICES			
D000	Risk Management Plan	Caltrans .xls	
D298	COE, RWQCB, DFW Permit Application Packages		

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

SUPP 01	Potholing of Utilities	CADD file of utilities	
SUPP 02	Landscape and Irrigation PS&E	Same as Basic PS&E	
SUPP 03	Aesthetics Recommendations	Visual sketches, drawings, and estimates	
SUPP 04	SWPPP Monitoring	Pre-storm field inspection and observation	
SUPP 05	Construction Reviews	As determined	
SUPP 05	Asbuilts	1 original set	
SUPP 05	Project History File	1 hard copy and 1 electronic copy	
SUPP 06	Farm Appurtenance Design	Same as basic PS&E	
SUPP 07	Caltrans Funding Paperwork	8.5" x 11" generally	

Notes:

1. All plan sets are 11x17 format.
2. All deliverables to be posted to a File Transfer Protocol (FTP) site.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

ATTACHMENT 3
COUNTY OF MONTEREY
DAVIS ROAD BRIDGE REPLACEMENT AND ROAD WIDENING PROJECT
COUNTY - PROVIDED INFORMATION AND SERVICES

<i>Task</i>	<i>Description</i>	<i>Date Provided/ CONTRACTOR File Number</i>
1	Existing Reports including, Geotechnical Report, Hydraulic Report, etc. by County Consultants	
2	P057 Electronic files of survey base maps on CD-ROM	
3	Geometric Drawings for Reservation Road	
4	Various As-built plans (record drawings) for all improvements within the corridor, including bridges, roadways, signals, striping, etc.	
5	Environmental Studies and Documents	
6	County Standard Plans and Specifications	
7	480-700 Advertise, Award, and Administer Construction Contract	
8	Plans for all current and proposed developments adjoining the project limits	
9	County Storm Drain Master Plan	
10	Potholing of High Pressure gas line at 100' maximum intervals	
11	Traffic Index for each County road	
12	Aerial photo on CD-ROM	
13	Irrigation data for culvert at Hitchcock Road	
14	Potholing of other utilities	
15	Salinas IWTF Plans for New Sewer Pipeline	

**EXHIBIT B-2 - FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

ARTICLE I - CONTACT INFORMATION

County Project Manager

Name: Enrique M. Saavedra
Title: Sr. Civil Engineer
Address: 168 West Alisal St., 2nd Flr.
Salinas CA 93901
Telephone Number: (831) 755-8970

Contractor Project Manager

Name: Mark Imbriani
Title: Project Manager
Address: 10680 White Rock Rd, Ste 100
Rancho Cordova CA 95670
Telephone Number: (916) 366-0632

ARTICLE II - TERMS

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

ARTICLE III - ALLOWABLE COSTS AND PAYMENTS (Check one box only)

- The method of payment for this contract will be based on actual cost-plus-a fixed fee.**
- A. The COUNTY will reimburse the CONTRACTOR for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by the CONTRACTOR in performance of the work. The 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 CONTRACTOR's executed Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will the CONTRACTOR be reimbursed for overhead costs at a rate that exceeds the COUNTY's approved overhead rate set forth in the executed Proposal. In the event that the COUNTY determines that a change to the work from that specified in the Executed Proposal and contract is required, the contract time and/or actual costs reimbursable by the 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, the COUNTY will pay the CONTRACTOR a fixed fee of \$ 359,050. 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 executed Proposal.
- D. When milestone cost estimates are included in the executed Proposal, the CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the COUNTY Project Manager 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 the 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, the COUNTY shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions of Section 7 of the County of Monterey Agreement for Professional Services.

EXHIBIT B-2 - FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

- F. No payment will be made prior to approval of any work, nor for any work performed prior to the approval of this contract.
- G. The CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by the COUNTY'S Finance Division of an itemized invoice. Invoices shall be submitted no later than 30 calendar days after the performance of work for which the 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 executed Proposal and shall reference this contract name and the COUNTY'S Project Manager. Final invoice must contain the final cost and all credits due to the COUNTY. The final invoice should be submitted within 60-calendar days after completion of the CONTRACTOR'S work. Invoices shall be mailed to the COUNTY'S Finance Division at the following address:

County of Monterey
Resource Management Agency - Public Works
168 West Alisal Street, 2nd Floor
Salinas, CA 93901
Attn: Finance Division

- H. The total amount payable by the COUNTY including the fixed fee shall not exceed the amount identified in Section 2 of the County of Monterey Agreement for Professional Services.
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the executed Proposal and is approved by the COUNTY'S Project Manager.

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.
- The method of payment for this contract will be based on specific rates of compensation** (on-call contracts).

- A. Specific projects will be assigned to the CONTRACTOR through issuance of Scope of Services.
- B. After a project to be performed under this contract is identified by the COUNTY, the COUNTY will prepare a draft Scope of Services; less the cost estimate. A draft Scope of Services will identify the expected results, project deliverables, period of performance, and project schedule, and will designate a COUNTY Project Coordinator, if different than the Project Manager. The draft Scope of Services will be delivered to the CONTRACTOR for review. The CONTRACTOR shall return a Proposal 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 on the Proposal has been reached on the negotiable items and total cost; the finalized Proposal shall be signed by both the COUNTY and the CONTRACTOR (hereinafter "executed Proposal").
- C. The CONTRACTOR will be reimbursed for hours worked at the hourly rates specified in the

**EXHIBIT B-2 - FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

CONTRACTOR's executed Proposal. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee.

- D. In addition, the CONTRACTOR will be reimbursed for incurred direct costs other than salary costs, and other costs that are identified in the executed Proposal.
- E. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the Executed Proposal.
- F. When milestone cost estimates are included in the executed Proposal, the CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the COUNTY's Project Manager before exceeding such estimate.
- G. Progress payments for each Proposal will be made monthly in arrears based on services provided and actual costs incurred.
- H. The CONTRACTOR shall not commence performance of work or services until this contract has been approved by the COUNTY, and notification to proceed has been issued by the COUNTY's Project Manager. No payment will be made prior to approval or for any work performed prior to approval of this contract.
- I. A Proposal is of no force or effect until returned to the COUNTY and signed by an authorized representative of the COUNTY. No expenditures are authorized on a project and work shall not commence until a Proposal for that project has been executed by the COUNTY.
- J. The CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by the COUNTY's Finance Division of an itemized invoice. Separate invoices itemizing all costs are required for all work performed under each Proposal. Invoices shall be submitted no later than 30 calendar days after the performance of work for which the CONTRACTOR is billing, or upon completion of the Proposal. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the executed Proposal and shall reference this contract name and the COUNTY's Project Manager. Credits due to the COUNTY must be reimbursed by the CONTRACTOR prior to the expiration or termination of this contract. Invoices shall be mailed to the COUNTY's Finance Division at the following address:

County of Monterey
Resource Management Agency - Public Works
168 West Alisal Street, 2nd Floor
Salinas, CA 93901
Attn: Finance Division
- K. The total amount payable by the COUNTY for an individual executed Proposal shall not exceed the amount agreed to in the executed Proposal, unless authorized by contract amendment.
- L. The total amount payable by the COUNTY for all Proposals resulting from this contract shall not exceed the amount identified in Section 2 of the County of Monterey Agreement for Professional Services. 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 Scope of Services.

**EXHIBIT B-2 - FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

- M. All subcontracts in excess of \$25,000 shall contain the above provisions.
- The method of payment for this contract will be based on lump sum.**
- A. The total lump sum price paid by the CONTRACTOR will include compensation for all work and deliverables, including travel and equipment described in the Statement of Work of this contract. No additional compensation will be paid to the 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 the CONTRACTOR and the COUNTY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by the COUNTY.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by the CONTRACTOR. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, the COUNTY shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions of Section 7 of the County of Monterey Agreement for Professional Services.
- C. The CONTRACTOR shall not commence performance of work or services until this contract has been approved by the COUNTY and notification to proceed has been issued by the COUNTY'S Project Manager. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.
- D. The CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by the COUNTY'S Finance Division of an itemized invoice. Invoices shall be submitted no later than 30-calendar days after the performance of work for which the 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 executed Proposal and shall reference this contract name and the COUNTY'S Project Manager. Final invoice must contain the final cost and all credits due the COUNTY. The final invoice should be submitted within 60-calendar days after completion of the CONTRACTOR'S work. Invoices shall be mailed to the COUNTY'S Finance Division at the following address:

County of Monterey
Resource Management Agency - Public Works
168 West Alisal Street, 2nd Floor
Salinas, CA 93901
Attn: Finance Division

- E. The total amount payable by the COUNTY shall not exceed the amount identified in Section 2 of the County of Monterey Agreement for Professional Services.
- F. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE IV - 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

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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 V - 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 VI - PERFORMANCE PERIOD (Verbatim)

(Choose Option 1 and/or Option 2. Check box or boxes as applicable below.)

Option 1 - Use paragraphs A & B below for standard and on-call contracts:

- A. This contract shall go into effect on 7-17-2007, contingent upon approval by COUNTY, and CONTRACTOR shall commence work after notification to proceed by COUNTY'S Contract Administrator. The contract shall end on 12-31-2021, unless extended by contract amendment.
- B. CONTRACTOR is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.

Option 2 - Use paragraph C below in addition to paragraphs A & B above for on-call contracts)

- 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.

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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 - ALLOWABLE COSTS AND PAYMENTS (Verbatim)

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

■ *Option 1 - Use paragraphs A through J below for Actual Cost-Plus-Fixed Fee contracts. 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 \$ 359,058 . 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.

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- D. When milestone cost estimates are included in the approved Cost Proposal, CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONTRACTOR's fixed fee will be included in the monthly progress payments. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONTRACTOR is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONTRACTOR's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

County of Monterey
Resource Management Agency - Public Works
168 West Alisal Street, 2nd Floor
Salinas, CA 93901
Attn: Finance Division

- H. The total amount payable by COUNTY including the fixed fee shall not exceed \$ 4,459,731.
- 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 - For Cost per Unit of Work contracts, replace paragraphs A & B of Option 1 with the following paragraphs A, B, and C and re-letter the remaining paragraphs. Adjust as necessary for work specific to your project. 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.

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- B. The specified rate to be paid for vehicle expense for CONTRACTOR's field personnel shall be \$_____ per approved Cost Proposal. This rate shall be for a fully equipped vehicle, 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 _____.

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

Option 3 - Use paragraphs A through Q for Specific Rates of Compensation contracts [such as on-call contracts]. 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 (Attachment _____). 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.

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- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONTRACTOR's Cost Proposal.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONTRACTOR shall not commence performance of work or services until this contract has been approved by COUNTY, and notification to proceed has been issued by COUNTY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.
- J. A Task Order is of no force or effect until returned to COUNTY and signed by an authorized representative of COUNTY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by COUNTY.
- K. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY'S Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONTRACTOR is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due COUNTY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by CONTRACTOR prior to the expiration or termination of this contract. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

County of Monterey
Resource Management Agency - Public Works
168 West Alisal Street, 2nd Floor
Salinas, CA 93901
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.

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- 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 \$_____. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.
- Q. All subcontracts in excess of \$25,000 shall contain the above provisions.
- Option 4 - Use paragraphs A through F below for lump sum contracts. 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 - Public Works
168 West Alisal Street, 2nd Floor

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Salinas, CA 93901
Attn: Finance Division

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

ARTICLE IX - TERMINATION (Verbatim)

- A. COUNTY reserves the right to terminate this contract upon thirty (30) calendar day's 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 \$ _____ dollars.

ARTICLE X - 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 XI - 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 it's certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions,

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and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE XII - 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.

(The following AUDIT CLAUSE must be inserted into all contracts of \$150,000 or greater)

- 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.

(The following AUDIT CLAUSE must be inserted into all contracts of \$3,500,000 or greater)

- E. CONTRACTOR Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONTRACTOR and approved by the COUNTY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONTRACTOR to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.
 - 1. During a Caltrans' review of the ICR audit work papers created by the CONTRACTOR's independent CPA, Caltrans will work with the CPA and/or CONTRACTOR toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues

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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 GAENCY; and, (3) Caltrans has issued its final ICR review letter. The CONTRACTOR MUST SUBMIT ITS FINAL INVOICE TO COUNTY no later than 60 days after occurrence of the last of these items.

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

ARTICLE XIII - DISPUTES

(Choose either Option 1 or Option 2.)

- Option 1 - Use paragraphs A through C below for all 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 _____ (Department Head of 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.

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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 - Replace Paragraph B, above, with the following for contracts requiring the submission of PS&E.*

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

ARTICLE XIV - 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 XV - 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.

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- C. Any equipment purchased as a result of this contract is subject to the following: "CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONTRACTOR may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONTRACTOR elects to keep the equipment, fair market value shall be determined at CONTRACTOR's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONTRACTOR, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

ARTICLE XVI - 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 XVII - SAFETY

(Use on all contracts regardless of funding source.)

- 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.

(Add to all contracts, which may require 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

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any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

ARTICLE XVIII - INSURANCE

COUNTY and CONTRACTOR understand and agree that in the event any provision(s) within this ARTICLE XVIII - INSURANCE conflict with COUNTY's insurance requirements pursuant to COUNTY's Professional Services Agreement, as applicable, COUNTY's insurance requirements shall prevail over this ARTICLE XVIII.

(Choose either Option 1 or Option 2.)

Option 1 - For Contracts with a scope of services that may require the CONTRACTOR or subcontractor to work within the operating state or COUNTY Highway Right of Way; where there would be exposure to public traffic or construction operations.

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

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

CONTRACTOR is not required to show evidence of general comprehensive liability insurance, unless required pursuant to County Insurance documentation/verification requirements.

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ARTICLE XIX - OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce 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 many be authorized in writing by CONTRACTOR.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XX - 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.

ARTICLE XXI - STATE PREVAILING WAGE RATES (Verbatim)

(Choose either Option 1 or Option 2.)

Option 1 - For contracts where a portion of the proposed work to be performed are crafts affected by state labor laws, use paragraphs A and B.

- 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 - Use only paragraph A below when all of the proposed work in the contract 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 XXII - 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.

(Choose either Option 1 or Option 2 if appropriate.)

Option 1 - Use paragraphs D & E below with paragraphs A, B and C above for PS&E contracts only.

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- 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 - Use paragraphs D, E & F below with paragraphs A, B and C above for Construction Contract Administration contracts only.*

- 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 XXIII - 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 XXIV - PROHIBITION OF EXPENDING COUNTY STATE OR FEDERAL FUNDS
FOR LOBBYING (Verbatim)**

(Include this article in all contracts where federal funding will exceed \$150,000. If less than \$150,000 in federal funds will be expended on the contract; delete this article and re-number the notification article which follows.)

- 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

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- 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 XXV - STATEMENT OF COMPLIANCE

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

(For contracts with Federal funding, add paragraphs C & D.)

- 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

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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 XXVI - 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 XXVII - 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.

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

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

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

ARTICLE XXVIII - 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 XXIX - 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 XXX - RETENTION OF FUNDS

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

(COUNTY to include either B, C, or D below; delete the other two.)

- ~~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~~

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~~noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime CONTRACTORS and subcontractors.~~

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

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

ARTICLE XXXI - 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 _____%. 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.
- 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

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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 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.

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- 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 XXXII - DBE PROVISIONS

The COUNTY has established a DBE goal for this Agreement of 6 %.

OR

The COUNTY has not established a DBE goal for this Agreement. However, proposers are encouraged to obtain DBE participation for this Agreement.

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, Part 26.5, Code of Federal Regulations (CFR).
- The term "Agreement" also means "Contract."
- The term "bidder" also means "proposer."
- The terms "Local Agency" or "Agency" also mean the local entity entering into this contract with the Contractor or Consultant.
- The term "Consultant" also means "Contractor."
- The term "Subcontractor(s)" also means "Subconsultant(s)."
- 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 Agreements 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 should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The bidder/proposer shall 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, a "Local Agency Bidder/Proposer DBE Commitment (Consultant Contract)" (Exhibit 10-O1) form shall 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 shall be collected and reported.

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A "Local Agency Proposer DBE Information (Consultant Contract)" (Exhibit 10-02) form shall be completed and submitted with the executed contract. The purpose of the form is to collect all DBE commitment data required under 49 CFR 26. For contracts with no goals, this form collects information on all DBEs. Even if no DBE participation will be reported, the successful bidder 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, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE bidder, not bidding 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, subconsultants, subcontractors, suppliers or trucking companies.
 - 3. The proposer made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55; that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The prime consultant or prime contractor shall list only one subconsultant or subcontractor for each portion of work as defined in their proposal and all DBE subconsultants or subcontractors should be listed in the cost proposal list of subconsultants or subcontractors.
- G. A prime consultant or prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants or subcontractors.

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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.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: <http://www.dot.ca.gov/hq/bep/>.
- Click on the link titled DBE SEARCH Click Here
 - Click on Click To Access DBE Query Form. DBE Query Form Instructions/Tutorial can also be downloaded from this page
 - Searches can be performed by one or more criteria
 - Follow instructions on the screen
 - "Start Search (Export options: CSV | Excel | XML | PDF)" links are located at the bottom of the query form
- C. How to Obtain a List of Certified DBEs without Internet Access:
DBE Directory - If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBEs may be ordered from the Caltrans Publications Unit at (916) 263-0822, 1900 Royal Oaks Drive, Sacramento, California 95815-3800.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS DBE CREDIT UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count one hundred 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 Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count sixty 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 Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

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- 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.
7. FOR DBE TRUCKING COMPANIES: CREDIT FOR DBES WILL COUNT TOWARDS DBE GOAL, UNDER THE FOLLOWING CONDITIONS:
- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Agreement, and there cannot be a contrived arrangement for the purpose of meeting the DBE goal.
- B. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Agreement.
- C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
- D. The DBE may lease trucks from another DBE firm including an owner-operator who is certified as a DBE. A DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
- E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. A DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. A DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
- F. For the purposes of this Section D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

ARTICLE XXXIII - SUBCONTRACTOR/DBE PARTICIPATION

1. Subcontractors
- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the COUNTY and any subcontractors, and no subcontract shall relieve the CONTRACTOR of his/her responsibilities and obligations hereunder. The CONTRACTOR agrees to be as fully responsible to the COUNTY for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR's obligation to pay its subcontractors is an independent obligation from the COUNTY's obligation to make payments to the CONTRACTOR.

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- B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
 - C. CONTRACTOR shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the CONTRACTOR by the COUNTY.
 - D. Any substitution of subcontractors must be approved in writing by the COUNTY's Project Manager in advance of assigning work to a substitute subcontractor.
2. Disadvantaged Business Enterprise (DBE) Participation
- A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Bidders who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
 - B. If the contract has a DBE goal, the CONTRACTOR must meet the DBE goal by using DBEs as subcontractor or document a good faith effort to meet the goal. If a DBE subcontractor is unable to perform, the CONTRACTOR must make a good faith effort to replace him/her with another DBE subcontractor if the goal is not otherwise met. A DBE is a firm meeting the definition of a DBE as specified in 49 CFR.
 - C. DBE and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The CONTRACTOR, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONTRACTOR shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.
 - D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.
3. Performance of DBE Contractors and other DBE Subcontractors/Suppliers
- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.
 - B. A DBE does not perform a commercially useful function if its role is limited to that of an

**EXHIBIT B-2 - FEDERAL PROVISIONS
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extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

- C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

4. Prompt Payment of Funds Withheld to Subcontractors

- A. No retainage will be held by the Agency from progress payments due the prime consultant or prime contractor. Any retainage held by the prime consultant or prime contractor or subconsultants or subcontractors from progress payments due subconsultants or subcontractors shall be promptly paid in full to subconsultants or subcontractors within 30 days after the subconsultant's or subcontractor's work is satisfactorily completed. Federal law (49 CFR26.29) 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 consultant or prime contractor or subconsultant 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 consultant or prime contractor or subconsultant or subcontractor in the event of a dispute involving late payment or nonpayment by the prime consultant or prime contractor, deficient subconsultant or subcontractor performance, or noncompliance by a subconsultant or subcontractor. This provision applies to both DBE and non-DBE prime consultant or prime contractor and subconsultants or subcontractors.
- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

5. DBE Records

- A. The CONTRACTOR shall maintain records of materials purchased and/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.
- B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors," CEM-2402F (Exhibit 17-F in Chapter 17 of the LAPM), certified correct by the CONTRACTOR or the CONTRACTOR's authorized representative and shall be furnished to the Project Manager with the final

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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 the CONTRACTOR when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors" is submitted to the Project Manager.

6. DBE Certification and De-certification Status

If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the CONTRACTOR in writing with the date of de-certification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the CONTRACTOR in writing with the date of certification. Any changes should be reported to the COUNTY's Project Manager within 30 days.

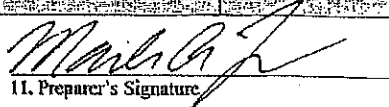
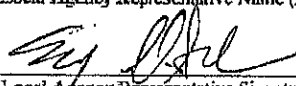
**EXHIBIT B-2 - FEDERAL PROVISIONS
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EXHIBIT 10-01
Consultant Proposal DBE Commitment

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

(Inclusive of all DBEs listed at bid proposal. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section			
1. Local Agency Name: <u>County of Monterey</u>			
2. Project Location: <u>On Davis Road between Reservation Road and Blanco Road</u>			
3. Project Description: <u>Replace deficient bridge and widen roadway from 2 lanes to 4 lanes</u>			
4. Consultant Name: <u>TRC Engineers, Inc.</u>			
5. Contract DBE Goal %: <u>6%</u>			
DBE Commitment Information			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
Hydraulics	Avila & Associates 925-673-0549 712 Bancroft Road, Suite 333 Walnut Creek, CA 94598	032811	1.91%
Geotechnical	Parikh Consultants, Inc.	020259	5.51%
Local Agency to Complete this Section		10. Total % Claimed	7.42 %
16. Local Agency Contract Number: <u>A-11031</u>		 11. Preparer's Signature Mark A. Imbriani, P.E. 12. Preparer's Name (Print) Vice President 13. Preparer's Title 2/18/2015 (916) 366-0632 14. Date 15. (Area Code) Tel. No.	
17. Federal-aid Project Number: <u>BRLS-5944(068)</u>			
18. Proposed Contract Execution Date: <u>6/23/2015</u>			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
<u>Enrique Saavedra, P.E.</u>			
19. Local Agency Representative Name (Print)		21. Date <u>2-25-2015</u>	
20. Local Agency Representative Signature 		23. (Area Code) Tel. No. <u>(831) 755-4807</u>	
22. Local Agency Representative Title <u>Asst. Director of Public Works</u>			

Distribution: (1) Original - Consultant submits to local agency with proposal
(2) Copy - Local Agency files

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EXHIBIT 10-01
Consultant Proposal DBE Commitment

INSTRUCTIONS - CONSULTANT PROPOSAL DBE COMMITMENT

Consultant Section

The Consultant shall:

1. **Local Agency Name** - Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location 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. **Consultant Name** - Enter the consultant's firm name.
5. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I, *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
6. **Description of Services to be Provided** - Enter item of work description of services 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.
7. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
8. **DBE Cert. Number** - Enter the DBEs Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
9. **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.
10. **Total % Claimed** - Enter the total DBE participation claimed. If the Total % Claimed is less than item "6. Contract DBE Goal", an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H *DBE Information - Good Faith Efforts* of the LAPM).
11. **Preparer's Signature** - The person completing this section of the form for the consultant's firm must sign their name.
12. **Preparer's Name (Print)** - Clearly enter the name of the person signing this section of the form for the consultant.
13. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
14. **Date** - Enter the date this section of the form is signed by the preparer.
15. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:

The Local Agency representative shall:

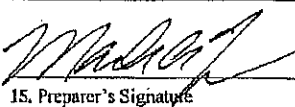
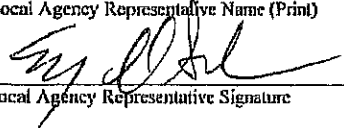
16. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
17. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
18. **Contract Execution Date** - Enter date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
19. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
20. **Local Agency Representative 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 Local Agency Representative signs the form.
22. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
23. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

**EXHIBIT B-2 - FEDERAL PROVISIONS
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Local Assistance Procedures Manual

EXHIBIT 10-02
Consultant Contracts DBE Information

EXHIBIT 10-02 CONSULTANT CONTRACTS DBE INFORMATION
(Inclusive of all DBEs listed at contract award. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section				
1. Local Agency Name: <u>County of Monterey</u>				
2. Project Location: <u>On Davis Road at Salinas River from Reservation to Blanco Road</u>				
3. Project Description: <u>Replace Bridge and Associated Roadwork including widening from 2 lanes to 4 lanes</u>				
4. Total Contract Award Amount: <u>\$ 4,450,731</u>				
5. Consultant Name: <u>TRC Engineers, Inc.</u>				
6. Contract DBE Goal %: <u>6%</u>				
7. Total Dollar Amount for all Subconsultants: <u>\$395,479</u>				
8. Total Number of all Subconsultants: <u>3</u>				
9. Description of Services to be Provided	10. DBE/DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount	
Hydraulics	Avila & Associates, ph. 925-673-0549 712 Bancroft Road, Suite 333 Walnut Creek, CA 94598	032811	\$84,879.00	
Geotechnical	Parikh Consultants, ph. 408-452-9000 2360 Qume Drive, Suite A San Jose, CA 95131	020259	\$245,600.00	
Local Agency to Complete this Section				
20. Local Agency Contract Number: <u>A-11031</u>		13. Total Dollars Claimed	\$ <u>330,479.00</u>	
21. Federal-aid Project Number: <u>BRLS-5944(068)</u>		14. Total % Claimed	<u>7.42 %</u>	
22. Contract Execution Date: <u>6/23/2015</u>		Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:		
Enrique Sanvedra, P.E.				
23. Local Agency Representative Name (Print)		 15. Preparer's Signature Mark A. Imbrinal, P.E. 16. Preparer's Name (Print) Vice President 17. Preparer's Title		
 24. Local Agency Representative Signature				25. Date
Asst. Director of Public Works				831-755-4807
26. Local Agency Representative Title		27. (Area Code) Tel. No.		
Caltrans to Complete this Section				
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:				
28. DLAE Name (Print)	29. DLAE Signature	30. Date		
		Feb 18, 2015	916-366-0632	
		18. Date	19. (Area Code) Tel. No.	

- Distribution:** (1) Copy - Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.
 (2) Copy - Include in award package sent to Caltrans DLAE
 (3) Original - Local agency files

**EXHIBIT B-2 - FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

Local Assistance Procedures Manual

EXHIBIT 10-02
Consultant Contract DBE Information

INSTRUCTIONS - CONSULTANT CONTRACT AWARD DBE INFORMATION

Consultant Section

The Consultant shall:

1. **Local Agency Name** - Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location 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. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
5. **Consultant Name** - Enter the consultant's firm name.
6. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
7. **Total Dollar Amount for all Subconsultants** - Enter the total dollar amount for all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do not include the prime consultant information in this count.
8. **Total number of all subconsultants** - Enter the total number of all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do not include the prime consultant information in this count.
9. **Description of Services to be Provided** - Enter item of work description of services 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.
10. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
11. **DBE Cert. Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
12. **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, and include DBEs that are not identified as subconsultants on the Exhibit 10-O1 *Consultant Proposal DBE Commitment* form. See LAPM Chapter 9 for how to count full/partial participation.
13. **Total Dollars Claimed** - Enter the total dollar amounts for column 13.
14. **Total % Claimed** - Enter the total DBE participation claimed for column 13. SUM = (item "14, Total Participation Dollars Claimed" divided by item "4, Total Contract Award Amount"). If the Total % Claimed is less than item "6, 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 this section of the form for the consultant's firm must sign their name.
16. **Preparer's Name (Print)** - Clearly enter the name of the person signing this section of the form for the consultant.
17. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
18. **Date** - Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:

The Local Agency representative shall:

20. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
23. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
24. **Local Agency Representative 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.
25. **Date** - Enter the date the Local Agency Representative signs the form.
26. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
27. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

Caltrans Section:

Caltrans District Local Assistance Engineer (DLAE) shall:

28. **DLAE Name (Print)** - Clearly enter the name of the DLAE.
29. **DLAE Signature** - DLAE must sign this section of the form to certify that it has been reviewed for completeness.
30. **Date** - Enter the date that the DLAE signs this section the form.

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Distribution: (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.
(2) Copy – Include in award package sent to Caltrans DLAE (3) Original – Local Agency files

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Exhibit 15-H
DBE Information - Good Faith Effort

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. BRLS-5944(03) Bid Opening Date N/A

The County of Monterey established a Disadvantaged Business Enterprise (DBE) goal of 6 % 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.

Submission 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
<u>N/A</u>	

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

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

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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
N/A				

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

N/A

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

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

N/A

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Local Assistance Procedures Manual

Exhibit 15-H
DBE Information - Good Faith Effort

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

N/A

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

Name of Agency/Organization	Method/Date of Contact	Results
<i>N/A</i>		

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

N/A

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

EXHIBIT B-2 - FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

CERTIFICATION OF LOCAL AGENCY

I HEREBY CERTIFY that I am the Project Manager,
Davis Road Bridge Replacement and Road Widening Project, and that the consulting firm of
TRC Engineers, Inc., or its representative has not been required (except
as herein expressly stated), directly or indirectly, as an express or implied condition in connection with
obtaining or carrying out this Agreement to:

- (a) employ, retain, agree to employ or retain, any firm or person, or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or
consideration of any kind.

I acknowledge that this Certificate is to be made available to the California Department of
Transportation (Caltrans) in connection with this Agreement involving participation of federal-aid
highway funds, and is subject to applicable state and federal laws, both criminal and civil.

5.23.2015

Date


Signature

EXHIBIT B-2 – FEDERAL PROVISIONS
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

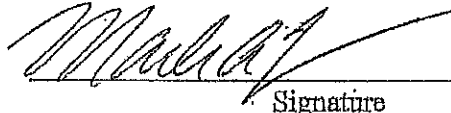
I HEREBY CERTIFY that I am the Vice President, and duly authorized representative of the firm of TRC ENGINEERS, INC., whose address is 10680 WHITE ROCK RD, STE. 100 RANCHO CERRITOS, CA 94570, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this agreement involving participation of Federal-aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

5/28/2015

Date



Signature