

Attachment D

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Monterey County Board of Supervisors

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

Board Order

Agreement Nos.: A-12656, A-12657; A-12658
Construction Nos. 2015-008; 2015-009; 2015-010

Upon motion of Supervisor Phillips, seconded by Supervisor Parker and carried by those members present, the Board of Supervisors hereby:

- a. Approved a Professional Services Agreement with TRC Engineers, Inc. to provide bridge design services for Gonzales River Road Bridge Replacement, County Bridge No. 309, (Construction No. 2015-008; Agreement No.: A-12656) under Request for Qualifications #10490, in an amount not to exceed \$999,823 for a period of three (3) years, with the option to extend the Agreement for two (2) additional one (1) year period(s); and
- b. Approved a Professional Services Agreement with TRC Engineers, Inc. to provide bridge design services for Bradley Road Bridge Scour Repair, County Bridge No. 448, (Construction No. 2015-2009; Agreement No.: A-12657) under Request for Qualifications #10490, in an amount not to exceed \$495,247 for a period of three (3) years, with the option to extend the Agreement for two (2) additional one (1) year period(s); and
- c. Approved a Professional Services Agreement with TRC Engineers, Inc. to provide bridge design services for Robinson Road Bridge Scour Repair, County Bridge No. 503, (Construction No. 2015-010; A-12658) under Request for Qualifications #10490, in an amount not to exceed \$496,669 for a period of three (3) years, with the option to extend the Agreement for two (2) additional one (1) year period(s); and
- d. Authorized the Contracts/Purchasing Officer to execute the Professional Services Agreements and future amendments that do not significantly alter the scope of work or change the approved amount of the Agreements.

PASSED AND ADOPTED on this 10th day of March 2015, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salina and Parker

NOES: None

ABSENT: Supervisor Potter

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 77 for the meeting on March 10, 2015.

Dated: March 11, 2015
File ID: A 15-042

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

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

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

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

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The services are generally described as follows:
Provide bridge design services for the Robinson Road Bridge Scour Repair, County Bridge No. 503

2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 496,669.00.

3. **TERM OF AGREEMENT.** The term of this Agreement is from March 10, 2015 to March 10, 2018, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

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

Exhibit A	Scope of Services/Payment Provisions
Exhibit B	Federal Provisions
Exhibit C	Incorporation of Request for Qualifications (RFQ) #10490 and Statement of Qualifications Documents

5. **PERFORMANCE STANDARDS.**

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

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

*Approved by County Board of Supervisors on _____.

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

6. PAYMENT CONDITIONS.

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

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

7. TERMINATION.

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

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

8. INDEMNIFICATION.

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

8.02 Indemnification for Design Professional Services Claims:

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

8.03 Indemnification for All Other Claims or Loss:

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

9.0 INSURANCE.

9.01 Evidence of Coverage:

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

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

9.02 Qualifying Insurers:

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

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

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

☐ Modification (Justification attached; subject to approval).

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

☐ Modification (Justification attached; subject to approval).

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

☐ Modification (Justification attached; subject to approval).

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

☐ Modification (Justification attached; subject to approval).

9.04 Other Insurance Requirements.

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

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

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

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

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

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

10. RECORDS AND CONFIDENTIALITY.

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

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

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

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

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

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

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

FOR COUNTY:	FOR CONTRACTOR:
Dalia Mariscal-Martinez, Management Analyst II	Mark A. Imbriani, Vice President
Name and Title	Name and Title
County of Monterey, Resource Management Agency 168 West Alisal Street, 2nd Floor Salinas, CA 93901	TRC Engineers, Inc. 10680 White Rock Road, Suite 100 Rancho Cordova, CA 95670
Address	Address
(831) 755-8966	(916) 366-0632
Phone	Phone

15. **MISCELLANEOUS PROVISIONS.**

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

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

This space is left blank, intentionally.

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

COUNTY OF MONTEREY

By: [Signature]
Purchasing Officer
Date: 2/11/15

By: _____
Department Head (if applicable)
Date: _____

By: _____
Board of Supervisors (if applicable)
Date: _____

Approved as to Form¹

By: [Signature]
Deputy County Counsel
Date: 2-24-15

Approved as to Fiscal Provisions²

By: [Signature]
Auditor/Controller
Date: 2-24-15

Approved as to Liability Provisions³

By: _____
Risk Management
Date: _____

CONTRACTOR

TRC Engineers, Inc.

Contractor's Business Name*

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

Mark A. Imbriani, Vice President
Name and Title
Date: 2/20/15

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*
James Baker Asst. Secretary
Name and Title

Date: 2/23/15

County Board of Supervisors' Agreement Number: _____

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

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

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

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

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Professional Services Agreement by and between
County of Monterey, Resource Management Agency – Public Works,
hereinafter referred to as "COUNTY"
and
TRC Engineers, Inc., hereinafter referred to as "CONTRACTOR"
for the
Robinson Road Bridge Scour Repair, County Bridge No. 503,
hereinafter referred to as "Project"**

The Project will result in the implementation of scour countermeasures to protect the substructure of the Robinson Road Bridge over the Carmel River. The CONTRACTOR's Scope of Services for the Project consists of the following Phases:

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

PHASE 0: PROJECT MANAGEMENT

0.1 PROJECT MANAGEMENT

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

0.2 PROJECT INITIATION

Upon receipt of notice to proceed, a Project kick-off meeting will be held to finalize the Project scope, the approach, the goals and the schedule. Items to be addressed include a review of the key issues associated with the Project, a description and clarification of the approach required to respond to these issues, a discussion of potential COUNTY, State and Federal and other permits which may be required for the Project and the verification of the Project milestone dates. CONTRACTOR will provide the COUNTY with a detailed design schedule based on information from the Project kick-off meeting.

0.3 COORDINATION MEETINGS

The CONTRACTOR will attend coordination meetings and design review meetings with COUNTY staff to facilitate comprehensive input from the COUNTY during the critical design periods. Coordination meetings are anticipated to occur prior to the 35%, 65% and 95% milestones, up to four (4) meetings are included in this scope.

0.4 DESIGN REVIEW MEETINGS

The CONTRACTOR will attend design review meetings with COUNTY staff which will be scheduled to coincide with the completion of the preliminary design, and final design phases.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

0.5 CALTRANS LOCAL ASSISTANCE COORDINATION

The CONTRACTOR will support COUNTY staff in the preparation Project documentation as required by the Local Assistance Engineer for compliance with the Federal funding requirements. This task includes preparation of exhibits and forms outlined in the Caltrans Local Assistance Procedures Manual for each Project phase; this will include assisting the COUNTY with Requests for Authorization for future phases (Right-of-Way and Construction) and one (1) round of Exhibit 6D programming updates.

DELIVERABLES

- Kick-off Meeting, Agenda and Meeting Minutes
- Coordination Meetings, Agendas and Meeting Minutes (four (4) meetings)
- Design Review Meetings, Agendas and Meeting Minutes (two (2) meetings)

PHASE I: PRELIMINARY ENGINEERING AND REPORTS

1.1 TOPOGRAPHIC SURVEYING

The COUNTY will provide CONTRACTOR an existing topographic map, an AutoCAD Civil 3D file of the existing ground and bridge structure. The datum used for the Project will be California Coordinate System, Zone 4 in NAD83 datum for horizontal positioning and in NAVD 88 vertical datum for each Project site. Cross sections of the river channels will be provided as requested and will be developed from AutoCAD topo data. The AutoCAD files that include topographical information of the existing ground and bridges will be provided to the CONTRACTOR by the COUNTY. Prior to mobilizing COUNTY Surveyor, a meeting will be held to review requirements of the data collected and may include the need for localized cross sections required to implement potential scour countermeasures.

1.1.1 HYDRAULIC HEC-RAS SOFTWARE CROSS-SECTIONS

The river cross sections and AutoCAD topo data files will be used by the CONTRACTOR to develop a hydraulic model of the river in HEC-RAS in the vicinity of existing bridge.

1.1.2 TOPOGRAPHICAL PLAN

The topographic map provided to the CONTRACTOR will include the elevation at the beginning and end of each bridge along with spot elevations of any exposed foundations at the bridge.

1.2 HYDROLOGIC AND HYDRAULIC ANALYSIS

1.2.1 PRELIMINARY ASSESSMENT

CONTRACTOR will review available data, including previous studies of the Carmel River, the Federal Emergency Management Agency (FEMA) Flood Insurance Studies (FIS) and Flood Insurance Rate Map (FIRM), and any other information provided by the COUNTY. CONTRACTOR will also review recent Caltrans Bridge Inspection Reports (BIRs) and Plans of Action (POAs) to summarize known scour issues and a proposed POA.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

1.2.2 FIELD RECONNAISSANCE

CONTRACTOR will conduct field reconnaissance to assess existing conditions in the vicinity of the Project site, gathering information such as, obvious deficiencies, observed historic flow paths, existing river instability and scour problems, and existing scour countermeasures.

1.2.3 HYDROLOGIC DATA

Existing peak flow information from FEMA or the Monterey County Water Resources Agency (WRA) will be used. Hydrologic analysis will be performed and used by CONTRACTOR if existing hydrologic information is inadequate for hydraulic and scour analysis. To conform to the Federal Highway Administration (FHWA)/Caltrans requirement on hydrologic data, CONTRACTOR will also review and analyze data from the United States Geological Survey (USGS) gaging station (No. 11143200).

1.2.4 HYDRAULIC ANALYSIS

CONTRACTOR will perform a HEC-RAS hydraulic analysis to determine the in-bank, 2-year, 10-year, 20-year, 50-year, and 100-year flow characteristics, including water surface elevations (depths) and velocities. The 100-year and 50-year information is for checking the freeboard criteria from FHWA/Caltrans, FEMA, and COUNTY. The 100-year flow depth and velocity will be used for scour analysis and countermeasure design. The 2-year flow information is important for permitting purposes when coordinating with the United States Army Corps of Engineers (USACE) (ordinary high water) and the National Marine Fisheries Service (NMFS) (fish passage). The 10-year and 20-year flow information will be useful for other planning and maintenance activities.

CONTRACTOR will compare results with any analysis performed by Caltrans.

CONTRACTOR will also prepare reports and analysis required by the Monterey County WRA to comply with applicable COUNTY regulations relating to floodway encroachments.

1.2.5 SCOUR ANALYSIS

CONTRACTOR will perform a bridge scour analysis to determine the scour potential per the methodology specified in the FHWA's HEC-18 and HEC-23 Manuals.

1.2.6 COUNTERMEASURES DESIGN

CONTRACTOR will evaluate the need for countermeasures for bridge local scour and long-term river instability. CONTRACTOR will prepare the matrix describing the various countermeasures per the guidelines in FHWA's HEC-23 Manual. CONTRACTOR will make sure the design is feasible, constructible, and have minimal environmental impact.

1.2.7 DESIGN HYDRAULIC STUDY REPORT

CONTRACTOR will prepare a Design Hydraulic Study Report for the Project to summarize the recommendations and results from the hydraulic and scour analyses at the bridge. The report will include a proposed POA. CONTRACTOR will be responsible for all bridge structural design recommendations.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

CONTRACTOR will prepare a Location Hydraulic Study Memo with Floodplain Evaluation Summary forms to document the investigation and determine the specific impacts to the floodplain.

DELIVERABLES

- Bridge Design Hydraulic Study Report (Draft and Final, PDF and three (3) copies)
- Location Hydraulic Study Memo (Draft and Final, PDF and three (3) copies)

1.3 GEOTECHNICAL INVESTIGATION

The existing bridge has scour mitigation required at the piers and the abutment. There are existing Log of Test Borings (LOTB) available which are relatively old, however they provide the various layer descriptions and the type of soils and its conditions. The scour mitigation for the piers will be based on existing data and it is anticipated that sheet piles and concrete caps will be used for the piers. The abutment may require a tie-back wall and for that it is prudent to drill one (1) boring away from the abutment to provide information within the potential tieback zone. For the pier mitigation CONTRACTOR will use existing data and provide recommendations for the sheet pile system.

The CONTRACTOR will prepare a geotechnical investigation report required for the bridge foundation work. It is assumed that a Geotechnical Design and Materials Report will not be required since the majority of the work will relate to the bridge foundations.

1.3.1 RESEARCH AND DATA COLLECTION

Review of readily available geologic and soil literature in the vicinity of the site including review of any as-built drawings and existing LOTB. CONTRACTOR has the previous as-built LOTB records.

Permits/Underground Service Alert (USA) Clearances: Perform a site reconnaissance to review Project limitations and mark the boring locations for utility clearance. Notify USA at least forty-eight (48) hours prior to field work as required by law. It is anticipated that boring will be required behind the abutment on the street.

1.3.2 FIELD EXPLORATION

One (1) boring is proposed in the vicinity of the back of the abutment. The approximate boring depth will be fifty feet (50'). The boring locations will depend upon the available access and traffic control requirements.

Classify and continuously log subsurface soil conditions encountered in the test boring at the time of drilling. Obtain "relatively undisturbed" and bulk samples of substrata from test boring. The borings will be drilled and capped with cement grout. Drilling spoils will be disposed of in the field. However the drilling spoils will not be allowed to be left in the river bed and therefore will be placed outside the river bed.

1.3.3 LABORATORY TESTING

Perform laboratory tests on representative soil samples such as in-place moisture and density, unconfined compression, gradation distribution, corrosion, Plasticity Index tests as necessary.

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1.3.4 SOILS ANALYSIS/EVALUATION

Perform engineering analyses and develop design recommendations for the proposed tie back systems. Soil description will be included for the use by the tie back designer (performance specs) to ultimately develop a design length and spacing. The as-built data will be used for the recommendations of the sheet piles within the river channel. These will include vertical and lateral design parameters.

1.3.5 PREPARE DRAFT FOUNDATION REPORT/MEMO

Prepare preliminary recommendations for foundations. A Foundation Memo will be provided to assist structure type selection (if any).

1.3.6 PREPARE FINAL FOUNDATION REPORT

Prepare detail report including Project Description, discussion of field and lab testing programs, comments on regional geology, site engineering seismology, peak ground acceleration and Acceleration Response Spectra (ARS) design curve per Caltrans Seismic Design Code (SDC v. 1.7) and ARS Online, sheet pile foundation, tie back design parameters, discussion on constructability consideration, recommendations of lateral earth pressures (active and at-rest), and comments on corrosion potential.

The deliverables will include Draft Foundation Report/Memo with LOTB sheet to be included in the contract drawings in accordance with Caltrans Foundation Report preparation guidelines.

1.4 UTILITY COORDINATION

COUNTY and CONTRACTOR agree that all new or relocated facilities will be designed and constructed by the owners of those utilities.

The CONTRACTOR will prepare Utility A Letters for COUNTY placement on their letterhead and mailing to each utility company requesting maps of their existing facilities in the vicinity of the site. COUNTY will provide copies of the Utility A letters sent to the various utility owners within the Project limits, and the response information received from each owner. When design is approximately 60% complete, CONTRACTOR will prepare Utility B letters and submit copies, hard copy and computer disk, to the COUNTY Project Manager for transmittal to recipients on COUNTY letterhead. COUNTY will forward to CONTRACTOR a copy of Utility B letters sent and of all correspondence received. For utilities owned or maintained by COUNTY, the COUNTY Project Manager will forward the Utility B letters to the appropriate COUNTY staff member, and send a copy of the transmittal to CONTRACTOR. CONTRACTOR will then correspond directly with the identified COUNTY staff member. Utility C letters will be prepared by CONTRACTOR and likewise sent to the COUNTY for distribution upon submittal of the Draft Plans, Specifications and Estimate (PS&E).

1.5 RIGHT-OF-WAY ENGINEERING

Work is anticipated to be confined to within the existing COUNTY right-of-way. The CONTRACTOR will identify temporary construction easements required for access during construction for inclusion on the Area of Potential Effect (APE) map and prepare plats for required easements for COUNTY's use. Additional right-of-way engineering is not a part of this Agreement and will require an amendment if conditions change and engineering and acquisition is required.

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1.6 RIGHT-OF-WAY ACQUISITION

COUNTY and CONTRACTOR agree that all right-of-way acquisition activities will be performed by the COUNTY. The COUNTY will prepare all legal descriptions and exhibits for right-of-way acquisitions and construction easements and will perform all appraisal and acquisition activities. COUNTY will also set all right-of-way monuments for the Project and prepare Record of Survey maps.

1.7 ENVIRONMENTAL DOCUMENTS

Based on information provided in the Request for Proposals (RFP) and accompanying Preliminary Environmental Studies (PES) forms provided by Caltrans, the following work program will be used to complete the technical studies and environmental documentation pursuant to the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) Regulations and Guidelines.

1.7.1 PROJECT INITIATION AND PROJECT DESCRIPTION

1.7.1.1 KICK-OFF MEETING WITH PROJECT TEAM/FIELD REVIEW

CONTRACTOR will attend one (1) on-site Project kick-off meeting with the COUNTY and Caltrans. The purpose of the meeting will be to conduct a general reconnaissance of the Project with the COUNTY, Caltrans and CONTRACTOR in order to reconfirm the information provided in the March 25, 2010 PES Form, to assess existing environmental conditions, and discuss any potentially significant impacts associated with the Project.

1.7.1.2 COORDINATION WITH RESPONSIBLE/COOPERATING AGENCIES AND OTHER STAKEHOLDERS

CONTRACTOR will coordinate with the COUNTY and Caltrans, and other agencies as necessary, to complete the technical reports and environmental documentation and identify any necessary Federal, State or local permitting requirements associated with the Project.

1.7.1.3 PROJECT DESCRIPTION

CONTRACTOR will prepare a thorough Draft Project Description to be used in the technical reports and environmental documents. The Project Description will include details about the Project including information on the purpose of the Project, the environmental setting, the maximum physical footprint of Project components, construction access and staging, and other essential details. CONTRACTOR will work closely with the COUNTY to ensure the Project Description provides a level of detail appropriate for the technical reports and the environmental documents. The Draft Project Description will be reviewed by the COUNTY and a final version deemed acceptable for the NEPA and CEQA documents will be prepared in response to COUNTY comments.

1.7.2 PREPARATION OF DRAFT TECHNICAL STUDIES

CONTRACTOR will prepare the required technical reports for the Project, which will provide support for environmental documentation pursuant to both NEPA and CEQA. Based on the preliminary evaluation of the Project as described by Caltrans in the PES, it is anticipated that the appropriate NEPA document would be a Categorical Exclusion (CX) under Section 6004, 23 CFR 771.117 (d)(3). The CX would satisfy the FHWA requirements for NEPA. It is anticipated that the appropriate CEQA document would be an Initial Study/Mitigated Negative Declaration (IS/MND). The scope and budget are

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based on two (2) rounds of COUNTY and Caltrans review of the draft technical studies. The first round of review is for major comments and the second round of review is for minor cleanup comments and assumes no new comments requiring substantial research and revisions. For each draft and final document, the following deliverables will be provided:

DELIVERABLES

- One (1) electronic copy in Microsoft (MS) Word
- One (1) PDF, and
- Two (2) hard copies of the Draft and Final Technical Reports

If it is determined by the CONTRACTOR that more extensive environmental review is required, COUNTY and CONTRACTOR may negotiate an expanded Scope of Services and cost to be amended into this Agreement, if determined necessary by COUNTY.

1.7.2.1 NATURAL ENVIRONMENT STUDY (NES)

CONTRACTOR will prepare an NES to evaluate the biological resources present or potentially occurring in the proposed Project area and determine Project effects to those resources. The key objective of the evaluation will be to identify any special-status plant or animal species, jurisdictional wetlands, or sensitive habitats that may be affected by the Project.

Based on an initial site visit to the Project location, the existing bridge structure does not appear to provide suitable day and/or night roost habitat for bats, but tree roosting bats and a variety of bird species may use the riparian woodland in the Project area for nesting.

Research/Coordination

CONTRACTOR will request a list of special-status species for the Project area from the United States Fish and Wildlife Service (USFWS) and will query the California Natural Diversity Database (CNDDB) and California Native Plant Society (CNPS) Online Database. As part of this process, CONTRACTOR will informally coordinate with the California Department of Fish and Wildlife (CDFW) and/or the USFWS, as necessary, regarding the potential presence of special-status species within or immediately adjacent to the Project area.

Field Survey

CONTRACTOR will conduct a general field survey to map plant communities, assess habitat conditions, and evaluate potential impacts to special-status biological resources resulting from the Project. During this survey, CONTRACTOR will inspect the existing bridge for any evidence of use by bats as well as swallows or other nesting birds. Trees required to be removed during construction will be identified and mapped.

This Scope of Services does not include special-status plant or focused wildlife surveys. The evaluation will focus on known species occurrences and an analysis of the existing habitat within the Project area to assess impacts to these resources.

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Documentation

The results of the field survey will be documented in an NES prepared in accordance with the most recent Caltrans' Guidance. The NES will include a discussion of plant communities present in the Project area, as well as a discussion of common plant and animal species occurring (or expected to occur) in the Project area based on the communities present. A generalized vegetation map will be prepared showing plant community types, as well as the locations of any sensitive biological resources identified.

The NES will include an assessment of project impacts on the biological and wetland resources present and recommend avoidance, minimization, and mitigation measures where appropriate.

The NES will also include a discussion of how the Project will comply with the Federal laws, acts, and Executive Orders (EOs) including, but not limited to:

- EO 13112: Invasive Species
- EO 11990: Protection of Wetlands
- EO 11988: Floodplain Management
- Migratory Bird Treaty Act (MTBA)
- Section 7 of the Federal Endangered Species Act (FESA)

1.7.2.2 JURISDICTIONAL DELINEATION (JD)

Field Survey

CONTRACTOR will conduct a wetland delineation of the Project area to determine any areas potentially subject to regulation by the USACE and/or the California Regional Water Quality Control Board (CRWQCB). The delineation will be conducted in accordance with the USACE Arid West Regional Supplement to the Wetland Delineation Manual (September 2008). Riparian areas within CDFW jurisdiction will also be delineated.

The field work will be conducted concurrently with the general field survey as part of the NES effort.

Documentation

The results of the delineation field work will be documented in a letter report that will include a discussion of methods and results, the completed wetland data forms, location and vicinity maps, and a preliminary delineation map showing the limits of all potential waters of the United States (US) and the CDFW jurisdictional areas within the Project area. The delineation report will be submitted to the USACE for verification with a request for a Preliminary Jurisdictional Determination in accordance with Regulatory Guidance Letter 08-02.

Note that all findings should be considered preliminary until verified by the USACE. For purposes of this Scope of Services, CONTRACTOR has assumed that the delineation will be verified as part of this Scope of Services, resulting in a verified delineation that can be submitted with the wetland permits applications.

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1.7.2.3 BIOLOGICAL ASSESSMENT (BA)

Based on a preliminary review of the CNDDDB, steelhead – south/central California coast Distinct Population Segment (DPS) (*Oncorhynchus mykiss irideus*), and California red-legged frog (CRLF) (*Rana draytonii*) are known to occur within or adjacent to the Project area. Both these species are listed as threatened under FESA. The section of the Carmel River within the Project site is within designated critical habitat for steelhead and CRLF.

Field Survey

The field work conducted as part of the NES and wetland delineation efforts will also serve as the field survey for the BA. No additional field work is anticipated.

Documentation

Based on the potential for federally listed species to occur within the Project area, CONTRACTOR will prepare a BA in accordance with the most recent Caltrans guidance to evaluate Project effects to federally listed species and critical habitat, as well as identify appropriate avoidance and minimization measures. In regard to avoidance and minimization measures for CRLFs, CONTRACTOR will reference the Programmatic Biological Opinion between the USFWS and Caltrans (dated May 4, 2011). If it is determined that the Project may adversely affect federally listed species, Caltrans will use the BA to facilitate Section 7 consultation with the NMFS regarding steelhead and USFWS regarding CRLF.

1.7.2.4 CULTURAL RESOURCES

CONTRACTOR will conduct cultural resource studies that are needed for the COUNTY and Caltrans to address requirements of Section 106 of the National Historic Preservation Act (NHPA), NEPA, CEQA, and the Caltrans 2014 First Amended *Programmatic Agreement Among The FHWA, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance With Section 106 of the NHPA, as it Pertains to the Administration of the Federal-Aid Highway Program in California*.

The Robinson Canyon Road Bridge at Carmel River (No. 44C0017) is listed in the Caltrans Statewide Bridge Inventory as "Category 5," meaning that it is not eligible for listing in the National Register of Historic Places. Therefore, it will not require any additional study or documentation prior to its replacement.

Based on a preliminary review of the Project area, it is not anticipated for there to be any built environment (i.e., architecture) issues related to potential construction effects. Therefore, no architectural study appears to be warranted.

CONTRACTOR will prepare an Area of Potential Effects (APE) map and conduct the following cultural resources identification tasks needed to prepare an Archaeological Survey Report and Historic Property Survey Report.

APE Map

CONTRACTOR will prepare an APE map to Caltrans standards.

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Research and Field Investigation

A records search will be conducted at the Northwest Information Center of the California Office of Historic Preservation's California Historical Resources Information System. A literature review of archaeological, ethnographic, historical, and environmental publications and maps at historical archives and CONTRACTOR will be done. The records search and literature review will identify previously recorded or otherwise known cultural resources and previous cultural resource studies of or adjacent to the APE.

A review of cultural resource inventories to identify cultural resources that may be listed within or adjacent to the APE. Relevant listings are the *California Inventory of Historic Resources*, *Five Views: An Ethnic Sites Survey for California*, *California Historical Landmarks*, *California Points of Historical Interest*, *National Historic Landmarks*, and the *Directory of Properties in the Historic Property Data File* which contains the listings of the National Register of Historic Places and the California Register of Historical Resources. If available, appropriate COUNTY listings will be reviewed.

CONTRACTOR will contact the Native American Heritage Commission in Sacramento for (1) a review of the Sacred Lands File to determine if the APE contains any listed sites, and (2) a list of Native American contacts who may have concerns about the APE. Local Native Americans on that list will be contacted by letter and follow-up telephone calls, as necessary, to inquire about any concerns or information they may have.

CONTRACTOR will contact the Monterey County Historical Society for any information or concerns they may have about the APE.

CONTRACTOR will conduct an archaeological field survey of the APE.

Documentation

CONTRACTOR will prepare a Historic Property Survey Report (HPSR) and an Archaeological Survey Report (ASR) per Caltrans standards. A preliminary archaeological sensitivity assessment will be included in the ASR.

1.7.2.5 GEOLOGY

CONTRACTOR will incorporate the geologic setting and geologic hazards analysis from the Foundation Report developed in Task 1.8 into the draft technical studies for the Environmental Document (ED).

1.7.2.6 HAZARDOUS MATERIALS

The PES for the Project included a finding that there is no potential for presence of hazardous materials and/or hazardous wastes within or immediately adjacent to the construction area. Therefore, an Initial Site Assessment (ISA) is not proposed for this Project.

1.7.2.7 HYDROLOGY AND WATER QUALITY

Construction activities may lead to water quality impacts. CONTRACTOR will prepare a Hydrology and Water Quality Memorandum that discusses watershed characteristics, groundwater hydrology, regulatory requirements, pollutants of concern, and receiving waters conditions, objectives, and beneficial uses. The Memorandum will describe how potential water quality impacts will be minimized, including engineering controls and

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Best Management Practices (BMPs) that will be implemented in a Storm Water Pollution Prevention Plan (SWPPP). Information about engineering controls, BMPs, disturbed soil area, and new impervious surface area will be provided by the CONTRACTOR and incorporated into the Memorandum. Any impacts identified in the Floodplain Studies will also be included. The Water Quality section of the NES will also address potential short term and long term impacts to water quality from construction and Project operation.

1.7.2.8 FLOODPLAIN EVALUATION REPORT

The Project area has been identified as being within a base floodplain (100-year) elevation of a watercourse. A Location Hydraulics Study will be prepared by the CONTRACTOR. In addition, a Summary Floodplain Encroachment Report based on the Location Hydraulics Study will be completed by CONTRACTOR. The report formats will follow the Caltrans Standard Environmental Reference Chapter 17- Floodplains and Guidance (September 26, 2012). This Scope of Services presumes that the Project will not cause a significant floodplain encroachment as defined by 23 CFR 650.105 and is not inconsistent with existing watershed and floodplain management programs. This Scope of Services also presumes that the Location Hydraulics Study provided by the CONTRACTOR will contain the requisite information for each alternative as described in Chapter 17 of the Caltrans Standard Environmental Reference and in 23 CFR 650A, Section 650.111 (b) (c). The report will discuss potential impacts for each alternative and recommend mitigation measures related to floodplain encroachment, flood-related hazards, natural or beneficial floodplain values, access interruption, and the community floodplain development plan.

1.7.2.9 NOISE

CONTRACTOR will prepare a Technical Noise Memorandum consistent with the Caltrans Traffic Noise Analysis Protocol (May 2011) because the proposed Project is a Type III project. The Technical Noise Memorandum will also evaluate construction noise impacts in terms of maximum levels (L_{max}) based on typical construction activities and the frequency of occurrence at adjacent noise-sensitive locations. Expected impacts associated with bridge repair activities may include the following: pile driving, demolition, excavation, and bridge work. Analysis requirements will be based on the sensitivity of the area and the COUNTY's Noise Ordinance specifications. Additionally, the CONTRACTOR will confirm that avoidance, minimization and/or mitigation measures to address sensitive receptors in the Project area are consistent with avoidance, minimization and/or mitigation measures prescribed for other technical disciplines such as measures prescribed to address impacts to threatened and endangered species.

1.7.3 REVISE DRAFT DOCUMENTS BASED ON COUNTY AND CALTRANS COMMENTS

After receiving comments on the Draft Technical Studies from the COUNTY (one (1) set of non-conflicting consolidated comments), CONTRACTOR will revise the Draft Technical Studies for review by Caltrans.

1.7.4 FINAL TECHNICAL STUDIES

After receiving comments on the Draft Technical Studies from Caltrans (one (1) set of non-conflicting consolidated comments), CONTRACTOR will revise and prepare final Technical Studies for Caltrans' signature.

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1.7.5 PREPARATION OF ADMINISTRATIVE DRAFT AND PUBLIC REVIEW DRAFT ENVIRONMENTAL DOCUMENT (ED)

NEPA

According to the PES forms provided as an Exhibit in the RFP, Caltrans has determined that to satisfy the FHWA for NEPA, a CX Determination with required technical studies, under 23 CFR 771.117 activity (d)(3), will be prepared. The PES form also states that Caltrans will prepare the CX with completed and approved environmental technical reports. This approach is consistent with CONTRACTOR's recent project work with Caltrans District 5. Therefore, this Scope of Services assumes that Caltrans will prepare the NEPA CX supported by the technical documentation prepared by CONTRACTOR.

CEQA

Based on a review of existing project information, it is anticipated that the appropriate level environmental documentation to be prepared would be an IS/MND under CEQA. Following approval of the draft technical reports, CONTRACTOR will prepare a comprehensive Administrative Draft IS/MND for review. Included in the IS/MND will be a Project Description, discussion of the environmental review process, and Project methodology. Technical studies prepared by CONTRACTOR and other Project team members will be summarized into the IS/MND document. Non-technical issue areas (e.g., land use, public services and utilities, etc.) and issues anticipated to have no or minor environmental effects will also be documented in the IS/MND.

DELIVERABLES

- One (1) electronic copy in MS Word, one (1) PDF, and two (2) hard copies of the Administrative Draft IS/MND

1.7.5.1 CIRCULATE DRAFT ED FOR PUBLIC REVIEW

After receiving comments on the Administrative Draft IS/MND (one (1) set of non-conflicting consolidated comments from the COUNTY), CONTRACTOR will revise the document and prepare the Draft ED for Public review.

CONTRACTOR will provide the preprint version of the Draft ED to the COUNTY prior to Public circulation of the document. The purpose of submitting this preprint version will be to allow the COUNTY to review the changes to the document, resolve any remaining questions, and verify that the COUNTY is satisfied with the overall Draft ED. After the COUNTY reviews and approves the document for print, the Draft ED will be circulated for Public review.

CONTRACTOR will distribute up to thirty (30) hard copies and sixteen (16) CDs of the document to a distribution list for the Project provided by the COUNTY. CONTRACTOR will provide PDF files to the COUNTY for posting on the COUNTY's website if desired. CONTRACTOR will prepare a Draft Notice of Intent (NOI) and a Public Notice of Availability (NOA) for the Public review Draft ED for COUNTY review and signature. The COUNTY will be responsible for publication of the Public notice in a general circulation newspaper. In addition, CONTRACTOR will file a Notice of Completion (NOC) with the County Clerk and the State Clearinghouse (SCH) to begin the required Public review period.

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DELIVERABLES

- Thirty (30) print copies and sixteen (16) CDs with PDF files of the Public review Draft ED (Fifteen (15) CDs for the SCH and one (1) CD for the COUNTY's use in posting on the COUNTY's website)
- Draft NOI, Public NOA, and NOC

1.7.5.2 RESPONSE TO COMMENTS BASED ON PUBLIC COMMENT

Upon close of the Public review period, CONTRACTOR will review the Public and agency comments on the Draft ED, and will coordinate with the COUNTY to strategize the preparation of the responses to comments. It is anticipated that the Public comments will not be extensive, and therefore, this Scope of Services and budget is based on responding to approximately twenty-five (25) comments on the Project. CONTRACTOR's budget estimate includes a level of effort accordingly, for this task. Should additional labor effort be needed to respond to comments on the Draft ED, CONTRACTOR will obtain authorization of additional budget from the COUNTY prior to any such expenditure.

CONTRACTOR will respond to the comments received on the Draft ED in coordination with the COUNTY, and will submit the draft responses to the COUNTY for review.

1.7.6 FINAL ED

Following the COUNTY's review of the draft responses to comments, the Draft ED that was distributed for Public review will be revised as required to incorporate relevant comments/data received during the Public-review period. Revisions to the Draft ED will be identified in track changes/redline in the MS Word file to facilitate subsequent review. All comments received on the Draft ED during the Public-review period, as well as the responses to comments, will be included as an appendix to the Final ED.

CONTRACTOR will prepare a Mitigation Monitoring and Reporting Program (MMRP) in accordance with CEQA Guidelines Section 15097 for use in ensuring implementation of the mitigation measures for the Project. The Draft MMRP will be submitted to the COUNTY for review and comment, and the Final MMRP, along with the Final Responses to Comments and Final ED, will be provided to the COUNTY for approval.

Following COUNTY approval of the Final IS/MND, CONTRACTOR will prepare and file a Notice of Determination (NOD) with the County Clerk and SCH. If the environmental review indicates that the Project would not qualify for the CDFW fee exemption, the CONTRACTOR shall provide a check for the fee to be submitted to the County Clerk with the NOD. The CONTRACTOR will be reimbursed by the COUNTY for the fee amount required by the CDFW.

DELIVERABLES

- One (1) electronic copy in MS Word, one (1) PDF, and two (2) hard copies of the Draft Responses to Comments and associated changes to the ED
- One (1) electronic copy in MS Word, one (1) PDF, and two (2) hard copies of the Final Responses to Comments and associated changes to the ED
- One (1) electronic copy in MS Word, one (1) PDF, and two (2) hard copies of the Draft MMRP
- One (1) electronic copy in MS Word, one (1) PDF, and two (2) hard copies of the Final MMRP

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1.7.7 PERMITTING

CONTRACTOR will identify required environmental permits for Project construction during development of the ED. A preliminary Scope of Services and budget have been provided for the permitting task.

Based on an initial site visit, it is anticipated that the Project will require the following permits: 1) Nationwide Permit from the USACE for Section 404 of the Clean Water Act (CWA), a Lake or Streambed Alteration Agreement for Section 1602 of the California Department of Fish and Game (CDFG) Code from the CDFW, Water Quality Certification for Section 401 of the CWA from the CRWQCB, and a Monterey Peninsula Water Management District Permit.

CONTRACTOR will consult with environmental regulatory agency representatives and prepare permit applications in signature ready format. Upon COUNTY signature, CONTRACTOR will submit permit applications to the respective agencies and coordinate with those agencies to ensure that the applications are complete, provide additional information if requested, discuss Project measures to avoid or minimize impacts and/or additional permit conditions recommended for permit approval. Should any conditions of the permit application change during agency review, the COUNTY would be responsible for agreeing to and finalizing these permit conditions.

To address potential impacts to listed species, CONTRACTOR will provide Federal consultation assistance. Federal consultation with the USFWS and the NMFS will be initiated by Caltrans as assigned by FHWA as required based on the information provided in the BA. The procedure will be conducted pursuant to the requirements of Section 7 of the FESA. Caltrans will contact the USFWS to confirm the conclusions of the BA regarding the absence of potential habitat for, or avoidance of impact to, Federally Listed Species. If potential habitat for any Federally Listed Species is present, CONTRACTOR will request that Caltrans as assigned by FHWA enter into an informal consultation with the USFWS or NMFS and provide the supporting information, including avoidance measures and adherence to standard protocols and programmatic procedures, to assist the agencies in reaching a determination that any Federally Listed Species would not be adversely affected by the Project. The Scope of Services includes assistance with informal consultation and the preparation of a mitigation plan.

1.7.7.1 SECTION 404 NATIONWIDE PERMIT

CONTRACTOR will prepare a Nationwide Permit application for Section 404 of the CWA for the Project. At this time it is anticipated that the Project would have minimal impacts to wetlands and waters of the US and would likely be permitted under the Nationwide Permit Program. The extent of jurisdiction under the acts will be determined during a formal JD of the Project area. If impacts to wetlands or waters of the US exceed the limits imposed under the Nationwide Permits, then an individual permit will be required. Preparation of an Individual Permit would be completed under a separate Scope of Services and budget.

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

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

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- NES that identifies endangered species issues related to the Project and the measures proposed to mitigate impacts to special status species;
- Cultural Resources Report. This Scope of Services assumes that a cultural resources study will be completed for the Project by CONTRACTOR. A copy of this study must accompany the USACE permit application.

1.7.7.2 SECTION 1602 LAKE OR STREAMBED ALTERATION AGREEMENT

CONTRACTOR will prepare a Lake or Streambed Alteration Agreement application for Section 1602 of the CDFG Code for the Project. The Agreement application will include a NOD showing CEQA compliance, Project plans for the location of each Project element affecting a waterway, BA report (in the form of an NES) identifying the affected habitats, and a check in an amount to be determined by the extent of impact. The CONTRACTOR will be responsible for filing fees associated with the Lake or Streambed Alteration Agreement for the Project. The CONTRACTOR will be reimbursed by the COUNTY for the fee amount required by the permitting agency.

1.7.7.3 SECTION 401 WATER QUALITY CERTIFICATION

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

1.7.7.4 MONTEREY PENINSULA WATER MANAGEMENT DISTRICT (MPWMD) CARMEL RIVER WORK PERMIT

CONTRACTOR will prepare a Carmel River Work Permit application for the Project for submittal to MPWMD. The application will provide all requested information including a description of the proposed work, grading specifications, vegetation removal specifications, and a list of additional permits being obtained by the Project. The CONTRACTOR will be responsible for filing fees associated with the Carmel River Work Permit for the Project. The CONTRACTOR will be reimbursed by the COUNTY for the fee amount required by the permitting agency.

1.7.8 MEETING/HEARING ATTENDANCE

CONTRACTOR will oversee all environmental staff working on the proposed Project and will be responsible for managing the day-to-day activities associated with the proposed Project. Day-to-day project management responsibilities include regular coordination with the CONTRACTOR, COUNTY and the Caltrans Local Assistance District Office, contract management, oversight of team members, schedule coordination, and development of products. CONTRACTOR will provide the CONTRACTOR with regular updates regarding the status of CONTRACTOR's work, scheduled deliverables, and the status of the overall budget.

The cost estimate assumes attendance at five (5) meetings including one (1) Project kick-off meeting, one (1) site visit/field review with the COUNTY and Caltrans District 5 Local Assistance, one (1) Public information meeting during the preparation of the technical reports and environmental documents, and two (2) progress meetings with the COUNTY.

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1.8 35% SUBMITTAL; PRELIMINARY DESIGN AND TYPE SELECTION

1.8.1 PRELIMINARY STRATEGY REPORT

Upon completion of data gathering, investigation and analysis, CONTRACTOR will prepare a Preliminary Design Report and Type Selection. The Report will summarize the findings and will recommend the design and improvements for the Project. Upon receiving approval of the countermeasures to be implemented, the CONTRACTOR will confirm the required level of effort for design services to be provided which may require an adjustment to the Project budget. Preliminary plans of all major features of the Project will be provided so that the COUNTY will have a clear understanding of the proposed improvements.

CONTRACTOR will provide a preliminary cost estimate of the proposed improvements. The Preliminary Strategy Report will state the property acquisition requirements for the work. A Type Selection Meeting will be arranged if necessary.

1.8.2 35% PRELIMINARY PLANS

The Preliminary Design Phase is intended to allow the COUNTY, Caltrans, utility companies and other involved agencies to review and comment upon the basic design concepts early in the process. Plan development will be based upon the geometry developed in the existing bridge and the existing streambed geometry. CONTRACTOR will develop the Preliminary Plans to establish fundamental elements of the design.

35% DELIVERABLES

- Draft Foundation Report
- Final Foundation Report
- LOTB Plan Sheets
- Plan Set Drawings (11" x 17" plots)
- Title/Index Sheet
- Preliminary Construction Access Plans
- Bridge Repair General Plan
- Preliminary Cost Estimate

PHASE II: FINAL DESIGN

CONTRACTOR will prepare the (PS&E) for the construction contract for the proposed scour countermeasures. CONTRACTOR's fee and Scope of Services assumes the use of Rock Slope Protection as a selected scour countermeasure; however the final design to be implemented will be determined from the engineering studies of the bridge. The anticipated documents include a plan for the bridge, the technical special provision sections, and an engineer's estimate of probable construction costs for the design.

PLAN SHEETS AND DETAILS

The plan sheets will be prepared in AutoCAD. Plans will be prepared in English units and will be consistent with Caltrans' Standard Plans. All plans will be signed by the responsible CONTRACTOR's Civil Engineer or Structural Engineer (registered in the State of California) in charge of the design, in accordance with the Caltrans Local Programs Manual. Typically, the PS&E will contain the following plan sheets for Scour Projects (the number of sheets will vary

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depending on the site and the final structure details.) The Plan Sheets will include the following:

- Title Sheet
- Abbreviations and Legend
- Construction Details
- Traffic Handling and Construction Area Signs
- Utility Location
- Final Grading Plans
- Rock Slope Protection Details

DESIGN SUBMITTALS

Three (3) submittals will be made during the preparation of the Final Design Phase as follows:

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

Each submittal will incorporate the review comments from the previous submittal of the COUNTY's staff as well as those of all other reviewing agencies.

2.1 UNCHECKED DESIGN SUBMITTALS (65% PS&E)

2.1.1 65% COMPLETE PLANS

Based on comments received from the 35% Design Submittal, the CONTRACTOR will advance the design to the point that all major design issues and solutions are represented in the plan documents. Minor details may be missing from the plan set at this milestone, but all plan sheets will be included in this submittal package. The CONTRACTOR will work with the COUNTY and other agencies to resolve any remaining conflicts between the comments of different reviewers. Upon comment resolution with COUNTY, no further changes will be allowed thereafter and such comments or changes will be deferred until the next submittal or next appropriate meeting.

2.1.2 65% COMPLETE SPECIFICATIONS

CONTRACTOR will prepare a draft version of the technical specifications sections. The technical specifications will cover all major items of work and will reference applicable Caltrans standard specifications, with specific consideration of measurement and payment provisions. The COUNTY will be responsible for the completion of "boilerplate" general and standard provisions related to the construction contract.

2.1.3 65% CONSTRUCTION COST ESTIMATE

The Preliminary Cost Estimate prepared under Task 1.8 will be updated by the CONTRACTOR to reflect the design refinements in the 65% Design Submittal. This will become the 65% Engineer's Estimate of Probable Construction Cost.

2.1.4 MEMORANDUM RESPONSE TO COMMENTS

The COUNTY will submit a "Comments" letter to the CONTRACTOR with the COUNTY Comments to the 35% Design Submittal. The CONTRACTOR will prepare and submit a memo with "Response to Comments" received from the COUNTY's "Comments" to the 35% Design Submittal. A meeting will be held with COUNTY and CONTRACTOR to

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

discuss and resolve the "Comments" and the "Response to Comments" to the 35% Design Submittal.

Changes to the plans and other construction contract documents requested by the COUNTY, and agreed to by the CONTRACTOR, will be incorporated into the 65% submittal documents.

65% DELIVERABLES

- Plan Set Drawings (11" x 17" plots)
- 65% Engineer's Estimate of Probable Construction Cost (8 1/2" x 11")
- 65% Specifications (8 1/2" x 11")
- Response to 35% Comments Memo

2.2 CHECKED DESIGN SUBMITTAL (95% PS&E)

2.2.1 95% COMPLETE PLANS

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

2.2.2 95% COMPLETE SPECIFICATIONS

The CONTRACTOR will update the technical specifications using COUNTY and Caltrans Standard Specifications. The COUNTY will incorporate them into "boilerplate" legal and contractual provisions of the contract Bid Documents.

2.2.3 95% CONSTRUCTION COST ESTIMATE

The Estimate of Construction Cost will be updated by the CONTRACTOR for use in the Bid Documents using standard COUNTY and/or Caltrans items.

2.2.4 QUALITY ASSURANCE REVIEW (QA)

An internal QA review of the PS&E will be conducted concurrently by the CONTRACTOR with review of the 95% Design Submittal by the COUNTY and other agencies. CONTRACTOR's QA program provides for independent checking of individual tasks as well as an independent review by experienced senior staff. The purpose of this review is to provide oversight to specific project details by professionals who are not closely involved in the design, and to review the constructability, cost-effectiveness and completeness of design features relative to the normal standard of professional care.

2.2.5 MEMORANDUM RESPONSE TO COMMENTS

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

EXHIBIT A -- SCOPE OF SERVICES/PAYMENT PROVISIONS

"Response to Comments" to the 65% Design Submittal.

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

95% DELIVERABLES

- Plan Set Drawings (11" x 17")
- 95% Engineer's Estimate (8 1/2" x 11")
- Specifications (8 1/2" x 11")
- Response to 65% Comments Memo

2.3 FINAL DESIGN SUBMITTAL (100% PS&E)

2.3.1 100% FINAL PLANS

After COUNTY review of the Checked Design Submittal (95%), CONTRACTOR will prepare the Final Contract Documents in accordance with the COUNTY's instructions, and provide the COUNTY and other agencies the opportunity to review the completed Bid Documents and direct minor revisions.

2.3.2 MEMORANDUM RESPONSE TO COMMENTS

The COUNTY will submit a "Comments" letter to the CONTRACTOR with the COUNTY's Comments to the 95% Design Submittal. The CONTRACTOR will prepare and submit a memo with "response to comments" received from the COUNTY's "Comments" to the 95% Design Submittal.

2.3.3 BID DOCUMENTS

After COUNTY's review of the 100% Final Submittal, any minor final revisions will be incorporated and six (6) sets of Completed Contract Documents will be prepared in accordance with the COUNTY's instructions. Final Bid Documents will be submitted for signature by COUNTY.

100% DELIVERABLES

- A set of Plans at reduced scale (11" x 17") signed and dated
- A full size set of plans (24" x 36") printed on vellum paper, signed and dated
- A loose set of final signed specifications
- A final Engineer's Estimate
- CD archive of Project electronic files including PDF of each plan sheet and AutoCAD files

2.4 BIDDING PERIOD SERVICES

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

PHASE III: CONSTRUCTION

3.1 CONSTRUCTION SUPPORT

Upon approval by the COUNTY of the construction support proposal, the CONTRACTOR

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

will be available to interpret plans, revise designs, check and approve shop drawings and false work plans, and make site visits as required during construction.

3.2 AS-BUILT PLANS

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

PHASE IV: SUPPLEMENTAL SERVICES

This supplemental scope and accompanying budget has been provided to the COUNTY as requested to address issues that may arise during the environmental review and assessment process. A budget has been provided for use on these supplemental services. Upon identification of the need for a supplemental service, CONTRACTOR shall alert COUNTY and request approval to perform the service. Upon receipt of notice to proceed with the service by the COUNTY, CONTRACTOR shall perform the work.

4.1 PUBLIC OUTREACH MEETING

CONTRACTOR will attend a Public scoping meeting, to be scheduled by the COUNTY during the preparation of the environmental technical reports and prior to the start of the environmental documentation phase. The CONTRACTOR will prepare meeting notices for distribution by the COUNTY. The CONTRACTOR will also prepare exhibits to be utilized at this Public meeting. These exhibits will include engineering drawings and concepts in order to discuss the Project with the Public.

A meeting summary report will be prepared by the CONTRACTOR to summarize the issues raised by the Public during the Public meeting. The information gathered at the Public scoping meeting will be used to identify key issues that should be addressed in the ED.

DELIVERABLES

- Meeting Notices
- Exhibits for Public Meeting
- Meeting Summary Report

4.2 BIOLOGY TASKS

This Scope of Services addresses issues that may arise during the environmental review and assessment process (NES and BA) that may require site specific data to conclude with certainty the status of a species in the vicinity of a bridge project and the potential impacts to that species from the proposed Project. In assessing impacts to special-status species and sensitive habitats at each of the sites, CONTRACTOR's primary approach will be to use existing data and information (i.e., vegetation types, habitat condition, and geographic range of species) gathered during the site survey to assess the presence and potential impacts to special-status species and habitats. In cases where CONTRACTOR is unable to come to a conclusion regarding a particular species or when there is a disagreement between the COUNTY and the resource agencies regarding the potential impact of a project, CONTRACTOR proposes to gather site specific field data to resolve the issue. Site specific, focused surveys would only be conducted after modifications to the Project area (access roads, staging areas) or construction methods have been reevaluated to avoid or

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

minimize the potential impacts to species and their habitats. For example, if an access road is relocated to avoid a vernal pool, a vernal pool crustacean survey would not be required.

For the Project, CONTRACTOR has identified the additional field work that may be required to assess impacts to special-status species that occur in the vicinity of the bridge. A brief Scope of Services and budget are included for each survey type. Given the prohibitive costs of conducting some protocol-level surveys, CONTRACTOR has limited the survey techniques employed to those that would provide useful information and are cost effective to conduct (e.g., aquatic sampling for salamander larvae rather than upland surveys for adult salamanders).

Based on preliminary research of documented and potentially occurring special-status biological resources in the vicinity of the Project, the following species-specific assessments and surveys may be necessary.

4.2.1 SPECIAL-STATUS PLANT SURVEYS

Field Survey

CONTRACTOR will address the potential occurrence of special-status plant species on the Project site in accordance with *Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities* (CDFW 2009). CONTRACTOR will examine current Federal and State lists of special-status plant species and current database records. In order to adequately assess the presence of the special-status plant species potentially occurring on the Project site, three (3) surveys will be required. The surveys will be conducted between March and September depending on rainfall and other environmental factors. This survey schedule will cover the flowering periods of the all potential target species. One (1) Biologist can efficiently cover one-hundred percent (100%) of the Project site during one (1) survey day. If special-status plant species are found, the plant or plant population will be recorded on field maps and/or with a handheld Global Positioning System (GPS) device and documented with digital photographs. All plant species identified on the Project site will be recorded in field notes.

Report

Following the final survey, CONTRACTOR will prepare a comprehensive report for submittal to the COUNTY detailing the results the special-status plant survey methodology and results. The report will include an analysis of the occurrence or potential occurrence for all the special-status plants (and sensitive vegetation communities) known from the Project site vicinity. If any special-status plant species are detected on site, CONTRACTOR will prepare and include in the report a graphic displaying the locations of the resources observed.

4.2.2 CRLF SITE ASSESSMENT AND FIELD SURVEYS SITE ASSESSMENT

During the initial survey of the Biological Study Area (BSA) for the NES/BA, an assessment of CRLF habitat will be conducted. If required by Caltrans, CONTRACTOR will prepare a formal site assessment of the Project site for CRLF for submittal to the USFWS. The assessment will follow the protocol outlined in the Revised Guidance on Site Assessments and Field Surveys for the CRLF (USFWS 2005). CONTRACTOR will prepare the assessment based on the existing information and sources available in-house. The assessment will be submitted to the USFWS with a copy sent to the COUNTY.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Field Survey

If the USFWS requires surveys to be conducted, two (2) Biologists will conduct the surveys according to the guidance referenced above. Protocol-level surveys require up eight (8) site visits over a minimum of six (6) weeks. If CRLFs are found on any given survey, subsequent surveys may not be required. Two (2) daytime surveys and four (4) night time surveys will be conducted during the breeding season (January through June); and one (1) daytime and one (1) night time survey will be conducted during the non-breeding season (July through September). Three (3) site visits will include both day and night surveys and two (2) site visits will include only night time surveys for a total of five (5) site visits. Daytime and night time surveys will be combined At least seven (7) days will separate surveys. CONTRACTOR will prepare a report documenting the results of the surveys and submit the report to the USFWS.

Report

CONTRACTOR will prepare a report of its findings for submission to the COUNTY and the resource agencies. The report will include the dates of the surveys and species observed. Occurrences of listed and other special-status species observed during the survey will also be reported to the CNDDB as required by Federal and State permits.

4.2.3 BAT DETECTION SURVEYS

Field Survey

During the initial survey of the BSA for the NES/BA, an assessment of bat habitat on the existing bridge will be conducted. If special-status bat species are or could be using the bridge more information on what areas of the bridge the species are using and in what capacity (maternity roosts, day roosts, and/or night roosts) may be required. To provide such information additional follow-up surveys may be required. Follow-up surveys would be conducted from late afternoon until after dark to observe bats in day roosts (e.g., expansion joints), watch for emerging bats at dusk, and survey known or potential night roosts after dark. One (1) to two (2) follow-up surveys, depending on the time of year the work is scheduled, would be conducted.

Report

The results of the survey will be summarized in a letter report.

4.3 FULL FOOTING REHABILITATION SCOUR MITIGATION

In order for this supplemental task to be approved, it would require recommendation from the CONTRACTOR and agreement by the COUNTY, during the Preliminary Engineering Phase, that either the existing foundations or the existing soils materials are so compromised that the preferred scour mitigation plan will not be adequate. CONTRACTOR will then need to design a full footing rehabilitation which will require the design of new pile supports to replace/augment the existing foundations. This will require additional geotechnical investigation, additional as well as deeper borings and recommendations, development of analytical models and additional analysis to insure an adequate load path. With the increased size of the footings, this will likely require additional hydraulic modeling and additional local pier scour recommendations. This scour mitigation concept will require additional coordination with environmental resource agencies and development of additional impact quantities. This concept would also require additional development of specifications, quantities and a more extensive independent

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

design check as well as QA/Quality Control (QC) review.

DELIVERABLES

- Additional Geotechnical Investigations and Recommendations
- Analytical Models with New Foundations
- Additional Engineering Plans
- Additional Technical Specifications and Estimates

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

WORK NOT INCLUDED

This Scope of Services does not include tasks identified as not included in the Scope of Services:

- Topographic surveying.
- Slope protection plans except as required to protect bridge foundations.
- Landscaping and street lighting design, except as required by the CEQA/NEPA documents or regulatory environmental permits.
- Feasibility or planning studies for future channel flood control improvement.
- Service load or load rating of existing bridge.
- Seismic vulnerability, evaluation and rehabilitation of the existing bridge.
- Design of temporary or permanent channel mitigation measures.
- Handling and disposal of hazardous materials.
- Depiction of any recommended maintenance work.
- Construction contract administration.

MATERIALS, INFORMATION AND DATA TO BE PROVIDED BY THE COUNTY

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

WORK PERFORMED BY THE COUNTY

The COUNTY will perform tasks as identified in the above Scope of Services and the following:

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

ANY ADDITIONAL SERVICES REFERENCED IN THIS EXHIBIT A OF THIS AGREEMENT WHICH DO NOT INCLUDE A COST SHALL NOT BE PROVIDED BY THE CONTRACTOR UNLESS PRESENTED TO AND AUTHORIZED BY THE COUNTY IN WRITING VIA AN EXECUTED AMENDMENT TO THIS AGREEMENT.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

PAYMENT PROVISIONS

BASIC SERVICES:

1. CONTRACTOR shall be reimbursed for hours worked at the hourly rates specified in CONTRACTOR's Rate Schedule attached hereto. The specified hourly rates include direct salary costs, employee benefits, overhead, and fee.
2. In addition, CONTRACTOR will be reimbursed for incurred (actual) direct costs other than salary and subconsultant costs. CONTRACTOR will be reimbursed for subconsultant costs at actual cost.
3. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified by the COUNTY. CONTRACTOR shall receive compensation for travel expenses per the "Monterey County Travel and Business Expense Reimbursement Policy". A copy of the policy is available online at:
http://www.co.monterey.ca.us/auditor/pdfs/County_Travel_Business_Expense_Policy_12-5-12.pdf
To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.
4. CONTRACTOR will invoice monthly for payment of services provided and costs incurred, including actual hours worked by task, staff member and associated cost which was incurred during the previous month.

SUPPLEMENTAL SERVICES:

The basis of payment for the supplemental services provided under this Agreement shall be at the standard hourly rates specified in CONTRACTOR's Rate Schedule attached hereto. The specified hourly rates include direct salary costs, employee benefits, overhead, and fee.

1. The COUNTY shall reimburse the CONTRACTOR at standard hourly rates as listed in the attached Rate Schedule.
2. The CONTRACTOR shall be reimbursed for travel expenses incurred in accordance with Paragraph 3 above, under Basic Services.

TOTAL COMPENSATION

The specific rates of compensation specified in CONTRACTOR's Rate Schedule are not adjustable and are valid through the initial term of this Agreement. A rate increase may be negotiated according to Section 13.0, Agreement to Terms and Conditions, of RFQ #10490 – On-Call Bridge Design Services for Monterey County Bridge Projects.

For billing purposes work will be segregated between basic and supplemental services.

The total amount payable by COUNTY for work under this Agreement for Basic Services shall not exceed the sum of \$424,494, unless authorized by COUNTY through an amendment to this Agreement.

The total amount payable by COUNTY for work under this Agreement for Supplemental Services shall not exceed the sum of \$72,175, unless authorized by COUNTY through an amendment to this Agreement.

The total amount payable by COUNTY for work under this Agreement for Basic and Supplemental Services shall not exceed the sum of \$496,669, unless authorized by COUNTY through an amendment to this Agreement.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

TRC ENGINEERS, INC.

RATE SCHEDULE

LABOR RATES

Personnel Classification	2015-2016 Hourly Rate	2017-2018 Hourly Rate
Project Manager	\$ 225.00	\$ 236.25
Project Engineer/Coordinator	\$ 170.00	\$ 178.50
Environmental Manager	\$ 166.00	\$ 174.30
Certified Industrial Hygienist	\$ 166.00	\$ 174.30
Senior Engineer	\$ 140.00	\$ 147.00
ISA Scientist	\$ 128.00	\$ 134.40
Engineer II	\$ 120.00	\$ 126.00
Engineer I	\$ 90.00	\$ 94.50
CADD Supervisor	\$ 135.00	\$ 141.75
CADD Technician	\$ 85.00	\$ 89.25
Desktop Publisher	\$ 70.00	\$ 73.50
Administrative Assistant	\$ 70.00	\$ 73.50

2015-2016 Rates are effective through December 31, 2016. 2017-2018 Rates are effective from January 1, 2017 through December 31, 2018. Should work be required beyond December 31, 2018, an amendment to this Agreement will be required to establish hourly rates and provide necessary additional fee to complete the work accordingly.

Similarly titled staff will be billed at equivalent rates (i.e. Senior Scientist, Senior Geologist, Senior Environmental Planner, etc. will be billed at the hourly rate for a Senior Engineer)

DIRECT EXPENSE UNIT RATES

Mileage: Current IRS Mileage Rate, currently \$0.575 per mile

Other direct costs including telephone, fax, reproduction, and postage will be billed at actual cost.

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

http://www.co.monterey.ca.us/auditor/pdfs/County_Travel_Business_Expense_Policy_12-5-12.pdf

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

Subconsultants will be billed at actual cost.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

TRC ENGINEERS, INC.
COST FOR BASIC AND SUPPLEMENTAL SERVICES

PROJECT

County of Monterey

Robinson Road Bridge Scour Repair

FIRM	BASIC		SUPPLEMENTAL		TOTAL		GRAND TOTAL
	LABOR	ODCS	LABOR	ODCS	LABOR	ODCS	
TRC	\$ 209,860	\$ 1,883	\$ 33,695	\$ -	\$ 243,555	\$ 1,883	\$ 245,438
LSA	\$ 134,470	\$ 14,415	\$ 34,790	\$ 3,690	\$ 169,260	\$ 18,105	\$ 187,365
PARIKH	\$ 30,691	\$ 7,915	\$ -	\$ -	\$ 30,691	\$ 7,915	\$ 38,606
WRECO	\$ 24,460	\$ 800	\$ -	\$ -	\$ 24,460	\$ 800	\$ 25,260
TOTALS	\$ 399,481	\$ 25,013	\$ 68,485	\$ 3,690	\$ 467,966	\$ 28,703	\$ 496,669
	\$424,494		\$72,175		\$496,669		

ODCS - Other Direct Costs

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

County of Monterey		TRC ENGINEERS, INC										Project:			
Robinson Road Bridge South Repair		HOURS & DESIGN FEE WORKSHEET										P2014-25			

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

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TRC Engineers, Inc.
Robinson Road Bridge Scour Repair
RMA – Public Works

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

County of Monterey		WRECO									
Robinson Road Bridge Scour Repair		HOURS & DESIGN FEE WORKSHEET									
Task Description		Principal Engineer Hr./Mo.	Supervising Engineer Hr./Mo.	Senior Engineer C. Russell Hr./Mo.	Associate Engineer Hr./Mo.	Staff Engineer Hr./Mo.	Technician Hr./Mo.	Checked Tech./Editor Hr./Mo.	Total Hours	Total \$	
Phase 0	PROJECT MANAGEMENT										
0.1	PROJECT MANAGEMENT										
0.2	PROJECT INITIATION										
0.3	COORDINATION MEETINGS	2		4					6	\$1,110	
0.4	DESIGN REVIEW MEETINGS	2		8					10	\$1,780	
0.5	CALTRANS LOCAL ASSISTANCE COORDINATION										
Phase I	PRELIMINARY ENGINEERING AND REPORTS										
1.1	TOPOGRAPHIC SURVEYING										
1.1.1	HYDRAULIC HEC-RAS CROSS-SECTIONS										
1.1.2	TOPOGRAPHICAL PLAN										
1.2	HYDROLOGIC AND HYDRAULIC ANALYSIS										
1.2.1	PRELIMINARY ASSESSMENT	2		2	2				6	\$980	
1.2.2	FIELD RECONNAISSANCE			8	8				16	\$2,240	
1.2.3	HYDROLOGIC DATA	1		2	6				9	\$1,436	
1.2.4	HYDRAULIC ANALYSIS	1		2	4	15	2		24	\$2,506	
1.2.5	SCOUR ANALYSIS	2		4	12				18	\$2,490	
1.2.6	COUNTERMEASURES DESIGN	2		12	4				18	\$2,910	
1.2.7	DESIGN HYDRAULIC STUDY REPORT	2		6	24	8		2	42	\$4,860	
1.3	GEOTECHNICAL INVESTIGATION										
1.4	UTILITY COORDINATION										
1.5	RIGHT-OF-WAY ENGINEERING										
1.6	RIGHT-OF-WAY ACQUISITION (BY COUNTY)										
1.7	ENVIRONMENTAL DOCUMENTS										
1.7.1	PROJECT INITIATION AND PROJECT DESCRIPTION										
1.7.1.1	KICK-OFF MEETING WITH PROJECT TEAM/FIELD REVIEW										
1.7.1.2	COORDINATION WITH RESPONSIBLE COOPERATING AGENCIES AND OTHER STAKEHOLDERS										
1.7.1.3	PROJECT DESCRIPTION										
1.7.2	PREPARATION OF DRAFT TECHNICAL STUDIES										
1.7.2.1	NATURAL ENVIRONMENT STUDY (NES)										
1.7.2.2	JURISDICTIONAL DELINEATION (JD)										
1.7.2.3	BIOLOGICAL ASSESSMENT (BA)										
1.7.2.4	CULTURAL RESOURCES										
1.7.2.5	GEOLOGY										
1.7.2.6	HAZARDOUS MATERIALS										
1.7.2.7	HYDROLOGY AND WATER QUALITY										
1.7.2.8	FLOODPLAIN EVALUATION REPORT										
1.7.2.9	NOISE										
1.7.3	REVISE DRAFT DOCUMENTS BASED ON COUNTY AND CALTRANS COMMENTS										
1.7.4	FINAL TECHNICAL STUDIES										
1.7.5	PREPARATION OF ADMINISTRATIVE DRAFT AND PUBLIC REVIEW										
1.7.5.1	DRAFT ENVIRONMENTAL DOCUMENTS										
1.7.5.2	CIRCULATE DRAFT FOR PUBLIC REVIEW										
1.7.5.3	RESPONSE TO COMMENTS BASED ON PUBLIC COMMENT										
1.7.6	FINAL ED										
1.7.7	PERMITTING										
1.7.8	MEETING/HEARING ATTENDANCE										
1.8	95% SUBMITTAL PRELIMINARY DESIGN AND TYPE SELECTION										
1.8.1	PRELIMINARY BIDDING REPORT										
1.8.2	95% PRELIMINARY PLANS										
Phase II	FINAL DESIGN										
2.1	UNCHECKED DESIGN SUBMITTALS (65% PS&E)										
2.1.1	65% COMPLETE PLANS	1		4	4				9	\$1,336	
2.1.2	65% COMPLETE SPECIFICATIONS										
2.1.3	65% CONSTRUCTION COST ESTIMATE										
2.1.4	MEMORANDUM RESPONSE TO COMMENTS										
2.2	CHECKED DESIGN SUBMITTAL (95% PS&E)										
2.2.1	95% COMPLETE PLANS	1		4	2				7	\$1,115	
2.2.2	95% COMPLETE SPECIFICATIONS										
2.2.3	95% CONSTRUCTION COST ESTIMATE										
2.2.4	QA REVIEW										
2.2.5	MEMORANDUM RESPONSE TO COMMENTS										
2.3	FINAL DESIGN SUBMITTAL (100% PS&E)										
2.3.1	100% FINAL PLANS	1		2	2				5	\$776	
2.3.2	MEMORANDUM RESPONSE TO COMMENTS										
2.3.3	BID DOCUMENTS										
2.4	BIDDING PERIOD SERVICES										
Phase III	CONSTRUCTION										
3.1	CONSTRUCTION SUPPORT	1		2	2				5	\$776	
3.2	AS-BUILT PLANS										
Phase IV	SUPPLEMENTAL TASKS										
4.1	PUBLIC OUTREACH MEETING										
4.2	BIOLOGY TASKS										
4.2.1	SPECIAL STATUS PLANT SURVEYS										
4.2.2	CRUP SITE ASSESSMENT AND FIELD SURVEYS SITE ASSESSMENT										
4.2.3	BAT DETECTION SURVEYS										
4.3	FULL FOOTING REHABILITATION SCOUR MITIGATION										
Total Hours		18		80	72	24	2	2	178	\$24,480	
Loaded Billing Rate		215.00	186.00	170.00	110.00	90.00	80.00	75.00			
Cost		3,870		10,200	7,920	2,160	160	150	178	\$24,480	
% of Total Hours by Classification		10%		34%	40%	13%	1%	1%	100%		
Notes:											

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Robinson Road Bridge Scour Repair County of Monterey Project Schedule

ID	Task ID	Task Name	Duration	Start	Finish	1-2015	3-2015	5-2015	7-2015	9-2015	11-2015	1-2016	3-2016	5-2016	7-2016	9-2016	11-2016	1-2017	3-2017	5-2017	7-2017	9-2017	11-2017
1		NOTICE TO PROCEED	9 days	Mon 3/22/15	Mon 3/22/15																		
2		Phase I PROJECT MANAGEMENT																					
3		Phase I PRELIMINARY ENGINEERING																					
4		1.1 TOPOGRAPHIC SURVEYING	407 days	Mon 3/22/15	Tue 9/20/16																		
5		1.2 HYDROLOGIC AND HYDRAULIC ANALYSIS	115 days	Mon 3/22/15	Fri 4/24/15																		
6		1.3 ENVIRONMENTAL DOCUMENT	403 days	Mon 3/22/15	Fri 4/24/15																		
7		1.4 ENVIRONMENTAL DOCUMENT	3 mos	Mon 3/22/15	Fri 4/24/15																		
8		1.5 COUNTY REVIEW OF 35% SUBMITTAL	1 mon	Mon 3/22/15	Fri 4/24/15																		
9		Phase II DESIGN																					
10		2.1 UNCHECKED DESIGN SUBMITTAL (50% PS&E)	315 days	Mon 3/22/15	Fri 4/24/15																		
11		2.2 85% COMPLETE PLANS	100 days	Mon 3/22/15	Fri 4/24/15																		
12		2.3 85% COMPLETE SPECIFICATIONS	4 mos	Mon 3/22/15	Fri 4/24/15																		
13		2.4 85% CONSTRUCTION COST ESTIMATE	1 mon	Mon 3/22/15	Fri 4/24/15																		
14		2.5 85% CONSTRUCTION RESPONSE TO COMMENTS	20 days	Mon 3/22/15	Fri 4/24/15																		
15		2.6 COUNTY REVIEW 85% PS&E	1 mon	Mon 3/22/15	Fri 4/24/15																		
16		2.7 CHECKED DESIGN SUBMITTAL (85% PS&E)	35 days	Mon 3/22/15	Fri 4/24/15																		
17		2.8 95% COMPLETE PLANS	3 mos	Mon 3/22/15	Fri 4/24/15																		
18		2.9 95% COMPLETE SPECIFICATIONS	3 mos	Mon 3/22/15	Fri 4/24/15																		
19		2.10 95% CONSTRUCTION COST ESTIMATE	3 mos	Mon 3/22/15	Fri 4/24/15																		
20		2.11 95% CONSTRUCTION RESPONSE TO COMMENTS	2 mos	Mon 3/22/15	Fri 4/24/15																		
21		2.12 QUALITY ASSURANCE REVIEW	20 days	Mon 3/22/15	Fri 4/24/15																		
22		2.13 MEMORANDUM RESPONSE TO COMMENTS	1 mon	Mon 3/22/15	Fri 4/24/15																		
23		2.14 COUNTY REVIEW 95% PS&E	1 mon	Mon 3/22/15	Fri 4/24/15																		
24		2.15 FINAL DESIGN SUBMITTAL (100% PS&E)	30 days	Mon 3/22/15	Fri 4/24/15																		
25		2.16 100% FINAL PLANS	4 mos	Mon 3/22/15	Fri 4/24/15																		
26		2.17 COUNTY REVIEW 100% PS&E	3 mos	Mon 3/22/15	Fri 4/24/15																		
27		2.18 BID DOCUMENTS	20 days	Mon 3/22/15	Fri 4/24/15																		
28		2.19 BIDDING PERIOD SERVICES	3 mos	Mon 3/22/15	Fri 4/24/15																		
29		2.20 CONSTRUCTION SUPPORT	275 days	Mon 3/22/15	Fri 4/24/15																		
30		2.21 AS-BUILT PLANS	250 days	Mon 3/22/15	Fri 4/24/15																		
31		2.22 OPTIONAL TASKS	20 days	Mon 3/22/15	Fri 4/24/15																		
32		2.23 RIGHT-OF-WAY ACQUISITION SERVICES (if required)	40 days	Mon 3/22/15	Fri 4/24/15																		
33		2.24 LEGAL DESCRIPTIONS AND EIGHTHS	90 days	Mon 3/22/15	Fri 4/24/15																		

Project: Monterey County Bridges_Sco Date: Mon 2/29/15		Task	Critical Task	Milestone	Summary	Roll Up Task	Roll Up Milestone	Roll Up Progress	Roll Up Spill	Roll Up External Tasks	Project Summary	Group By Summary	Inactive Task	Inactive Milestone	Inactive Summary	Manual Task	Duration-only	Manual Summary Rollup	Manual Summary	Start/End	Finish-only	Progress	Deadline

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ARTICLE I CONTACT INFORMATION

County Project Manager

Name: José Luis Gómez
Title: Assistant Engineer
Address: 168 W Alisal St. 2nd Floor
Salinas, CA 93901-2680
Telephone Number: (831) 755-4816

Contractor Project Manager

Name: Mark A. Imbriani, P.E.
Title: Vice President
Address: 10680 White Rock Rd. Suite 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 \$_____. 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.

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- 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
Department of 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").

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- C. The CONTRACTOR will be reimbursed for hours worked at the hourly rates specified in the 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
Department of 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

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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.

- 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
Department of 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.

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ARTICLE IV CHANGE IN TERMS

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

ARTICLE V COST PRINCIPLES

- A. The 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 allowability of cost individual items.
- B. The 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 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONTRACTOR to the COUNTY.

ARTICLE VI CONTINGENT FEE

The 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 the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, the 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 VII RETENTION OF RECORDS

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; the CONTRACTOR, subcontractors, and the COUNTY shall maintain 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, the State Auditor, the COUNTY, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONTRACTOR that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

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Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE VIII DISPUTES

- 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 the COUNTY's Director of Public Works, who may consider written or verbal information submitted by the CONTRACTOR.
- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, the CONTRACTOR may request review by the COUNTY Board of Supervisors of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse the CONTRACTOR from full and timely performance in accordance with the terms of this contract.

ARTICLE IX SUBCONTRACTING

- A. The 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 the COUNTY's Project Manager, except that, which is expressly identified in the Executed Proposal.
- B. 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.
- C. Any substitution of subcontractors must be approved in writing by the COUNTY's Project Manager.

ARTICLE X INSPECTION OF WORK

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

ARTICLE XI SAFETY

- A. The CONTRACTOR shall comply with OSHA regulations applicable to CONTRACTOR regarding necessary safety equipment or procedures. The CONTRACTOR shall comply with safety instructions issued by the 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, the COUNTY has determined that within such areas as are within the limits of the project and are open to public traffic, the CONTRACTOR shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The CONTRACTOR shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from

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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.

ARTICLE XII OWNERSHIP OF DATA

- A. Ownership and title to all documents, including but not limited to reports, estimates, tracings, plans, specifications, and maps, prepared, or obtained under the terms of the agreement are automatically vested in the COUNTY. Such documents are to be delivered to and become the property of the COUNTY; no further agreement will be necessary to transfer ownership to the COUNTY.
- B. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the terms of the agreement shall be made available upon request to the COUNTY without restriction or limitation on their use.
- C. Applicable patent rights provisions described in 41 CFR 1-9.1 regarding rights to inventions apply to this agreement as appropriate.
- 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 XIII DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONTRACTOR's signature affixed herein on this contract, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONTRACTOR has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, 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 the 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.

ARTICLE XIV STATE PREVAILING WAGE RATES

- A. The CONTRACTOR shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1775; 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

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public works, shall contain all of the provisions of this Article.

ARTICLE XV PROHIBITION OF EXPENDING COUNTY STATE OR FEDERAL FUNDS FOR LOBBYING

This article applies to all contracts where federal funding will exceed \$100,000.

- A. The CONTRACTOR certifies by signing this contract, 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 the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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. The CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

ARTICLE XVI 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."

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- The term "bidder" also means "proposer."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of 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.

A "Local Agency Proposer DBE Information (Consultant Contract)" (Exhibit 10-O2) 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:

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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, 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 shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the cost proposal list of subconsultants.
- G. A prime consultant 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.
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, CA 95815-3800.
6. **MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS DBE CREDIT UNDER THE FOLLOWING CONDITIONS:**

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- 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. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
 - D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.
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

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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 XVII 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.
- 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

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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 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. Any retainage held by the prime consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant'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 subconsultant 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 subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or

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noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

- 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 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.

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TRC Engineers, Inc.
Robinson Rd. Bridge Scour Repl.
RMA – Public Works

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 Robinson Canyon Road at Carmel River</u>			
3. Project Description: <u>Implement/Install Scour Countermeasures</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 %
Hydrology/Hydraulics	WRECO (925) 941-0017 1243 Alpine Road, Suite 108 Walnut Creek, CA 94596	30066	3.09%
Geotechnical	Parikh Consultants (408) 452-9000 2360 Oume Drive, Suite A San Jose, CA 95131	20259	7.77%
Local Agency to Complete this Section		10. Local Agency Seal	
16. Local Agency Contract Number: <u>385165</u>			
17. Federal-aid Project Number: <u>BHLO-5944(099)</u>			
18. Proposed Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate: <u>ENRIQUE M. SAAVEDRA</u> 19. Local Agency Representative Name (Print)		 11. Preparer's Signature <u>Mark A. Imbriani</u> 12. Preparer's Name (Print) <u>Vice President</u> 13. Preparer's Title	
 20. Local Agency Representative Signature			
<u>2-17-2015</u> 21. Date			
<u>ACTING ASSISTANT DIRECTOR OF PW (831) 755 4807</u> 22. Local Agency Representative Title		<u>2/13/15</u> 14. Date	
<u>(916) 366-0632</u> 23. (Area Code) Tel. No.		<u>(916) 366-0632</u> 15. (Area Code) Tel. No.	

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

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INSTRUCTIONS - LOCAL AGENCY CONSULTANT 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.

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TRC Engineers, Inc.
Robinson Rd. Bridge Scour Repl,
RMA – Public Works

EXHIBIT 10-02 CONSULTANT CONTRACT 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 Robinson Canyon Road at Carmel River</u>			
3. Project Description: <u>Implement/Install Scour Countermeasures</u>			
4. Total Contract Award Amount: \$ <u>496,669</u>			
5. Consultant Name: <u>TRC Engineers, Inc.</u>			
6. Contract DBE Goal %: <u>6</u>			
7. Total Dollar Amount for all Subconsultants: \$ <u>251,231</u>			
8. Total Number of all Subconsultants: <u>3</u>			
Award DBE/DBE Information			
9. Description of Services to be Provided	10. DBE/DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Hydrology/Hydraulics	WRECO (925) 941-0017 1243 Alpine Road, Suite 108 Walnut Creek, CA 94596	30066	\$ 25,260
Geotechnical	Parikh Consultants (408) 452-9000 2360 Oume Drive, Suite A San Jose, CA 95131	20259	\$ 38,606
Local Agency to Complete this Section			
20. Local Agency Contract Number: <u>385165</u>		District Engineer Signature District Engineer Signature	
21. Federal-aid Project Number: <u>BHLO-5944(099)</u>			
22. Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate: <u>ENRIQUE M. SAAVEDRA</u>			
23. Local Agency Representative Name (Print)		District Engineer Signature District Engineer Signature	
24. Local Agency Representative Signature			
25. Date <u>2-17-2015</u>			
26. Local Agency Representative Title <u>ACTING ASSISTANT DIRECTOR OF PW</u>		15. Preparer's Signature	
27. (Area Code) Tel. No. <u>(831) 765 4807</u>		16. Preparer's Name (Print)	
		Vice President	
		17. Preparer's Title	
		18. Date <u>2/13/15</u>	
		19. (Area Code) Tel. No. <u>(916) 366-0632</u>	
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	

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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INSTRUCTIONS - LOCAL AGENCY CONSULTANT 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 this 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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EXHIBIT 15-H DBE INFORMATION — GOOD FAITH EFFORTS

Federal-aid Project No. BHLO-5944(099) Bid Opening Date July 24, 2014

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.

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

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

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

Publications	Dates of Advertisement
	<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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- 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:

N/A

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

N/A

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

Name of Agency/Organization	Method/Date of Contact	Results
N/A		

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

N/A

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

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CERTIFICATION OF LOCAL AGENCY

I HEREBY CERTIFY that I am the Assistant Engineer of the
RMA - Monterey County, 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.

Dec 18, 2014
(Date)



(Signature)

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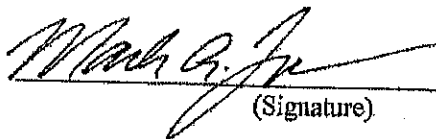
CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

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 Road, Suite 100, Rancho Cordova, CA 95670, 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 contract; 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 contract; 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 contract.

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

11/12/14
(Date)


(Signature)

Distribution: 1) Local Agency Project File (Original & Contract)
2) BLAE (with contract copy).

**EXHIBIT C – INCORPORATION OF RFQ #10490 AND
STATEMENT OF QUALIFICATIONS DOCUMENTS**

The County invited submittals to Request for Qualifications (RFQ) through RFQ #10490 to provide bridge design services on an "on-call" basis for bridge projects over \$100,000 located in Monterey County, California. TRC Engineers, Inc. submitted a responsive and responsible Statement of Qualifications to perform the services listed in RFQ #10490.

RFQ #10490 and the Statement of Qualifications submitted by TRC Engineers, Inc. are hereby incorporated into the Agreement by this reference.