



**TEHAMA COUNTY DEPARTMENT OF PUBLIC WORKS
GERBER, CALIFORNIA**

**AGREEMENT BETWEEN THE COUNTY OF
TEHAMA AND GHD, INC.**

FOR ENGINEERING SERVICES ON 99W-SOUTH MAIN STREET

FEDERAL AID PROJECT NUMBER RPSTPL 5908(100)

COUNTY PROJECT NUMBER 2708181

ARTICLE I INTRODUCTION

- A. This contract is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows: **GHD, Inc.** incorporated in the State of California. The Project Manager for the "CONSULTANT" will be **Russ Wenham, PE.**

The name of the "LOCAL AGENCY" is as follows: **Tehama County, through its Department of Public Works.**

The Contract Administrator for LOCAL AGENCY will be: **Kevin Rosser, Senior Civil Engineer.**

- B. The work to be performed under this contract is described in Article II entitled Statement of Work and the approved CONSULTANT's Cost Proposal dated **9/11/2018**. The approved CONSULTANT's Cost Proposal and Scope of Work is attached hereto (Attachment I) and incorporated by reference. If there is any conflict between the approved Cost Proposal, Scope of Work, and this contract, this contract shall take precedence.
- C. CONSULTANT shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Consultant shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Consultant shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Consultant's "independent consultant" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

Notwithstanding the foregoing, to the extent that the services or work hereunder include design professional services subject to Civil Code section 2782.8, Consultant's duty to indemnify shall only be to the maximum extent permitted by Civil Code section 2782.8.

- D. CONSULTANT shall, during the entire term of this agreement, be construed to be an independent CONSULTANT and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow LOCAL AGENCY to exercise discretion or control over the professional manner in which CONSULTANT performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by CONSULTANT shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to ensure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. CONSULTANT shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of CONSULTANT, if CONSULTANT were a LOCAL AGENCY employee. LOCAL AGENCY shall not be liable for deductions for any amount for any purpose from CONSULTANT'S compensation. CONSULTANT shall not be eligible for coverage under LOCAL AGENCY's Workers Compensation Insurance Plan nor shall CONSULTANT be eligible for any other LOCAL AGENCY benefit.
- E. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- F. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II STATEMENT OF WORK

A. Consultant Services

In general, the engineering design services include the rehabilitation of pavement on 99W from Gyle Road to the Interstate 5 overcrossing on South Main Street in Red Bluff, improve the capacity and safety of South Main Street, improve the freeway ramp intersection safety and future growth, while minimizing the environmental impacts.

The consultant shall coordinate with Caltrans, city of Red Bluff, Local Agency, resource agencies, and citizenry; provide pavement design reports; prepare Plans, Specifications, and Estimate using the most current Caltrans Standards; coordinate and prepare utility relocation plans; provide environmental documentation; prepare storm drainage analysis; coordinate with Caltrans Permit Engineering Evaluation Report; provide public outreach, and assist the Local Agency to prepare requests for authorization.

B. Right of Way

The scope assumes no right of way nor temporary construction easements. Consultant will assist Local Agency with R/W certification.

C. Surveys

The scope assumes the Local Agency will provide surveying, potholing, base mapping, and R/W engineering.

D. Local Agency Obligations

All data applicable to the project and in possession of LOCAL AGENCY or another agency, or government that are to be made available to CONSULTANT are referred to in the contract. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.

E. Conferences, Visits to Site, Inspection of Work

The contract provides for conferences as needed, visits to the site, and inspection of the work by representatives of the state, or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

F. Consultant Services During Construction

As advertised in the Request for Proposals Construction Support Services may be included in a future amendment.

G. Documentation and Schedules

Contracts where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of LOCAL AGENCY, the State, and FHWA. This includes preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the contract objectives.

H. Deliverables and Number of Copies

Most documents will be in electronic format (Microsoft Office, PDF, etc.). The contract allows for up to 12 hard copies of PS&E package in 11"x17" and 3 full-size sets.

I. Standards of the Profession

Consultant agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Consultant has been properly licensed to practice.

J. Licensing or Accreditation

Where applicable the Consultant shall maintain the appropriate license or accreditation through the life of this contract.

K. Miscellaneous Provisions

The Consultant is required to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60).

If the amount of this agreement is in excess of \$100,000.00, the Consultant is required to comply with Section 306 of the Clean Air Act (42 USC 7606), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

ARTICLE III CONSULTANT'S REPORTS OR MEETINGS

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

ARTICLE IV PERFORMANCE PERIOD

- A. This contract shall go into effect on date of signing by LOCAL AGENCY and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end **FIVE YEARS AFTER LOCAL AGENCY SIGNING**, unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by LOCAL AGENCY 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, LOCAL AGENCY will pay CONSULTANT a **fixed fee of \$48,547.56**. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs.

A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If

CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.

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

Tehama County Public Works
Kevin Rosser, Senior Civil Engineer
9380 San Benito Avenue
Gerber, CA 96035

- H. The total amount payable by LOCAL AGENCY **including the fixed fee shall not exceed \$697,249.96.**
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by LOCAL AGENCY's Contract Administrator.

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

ARTICLE VI TERMINATION

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

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

ARTICLE VIII RETENTION OF RECORDS/AUDIT

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; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.
- B. CONSULTANT 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 LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.
- D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.

- E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE XI EQUIPMENT PURCHASE

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

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

ARTICLE XIII CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. CONSULTANT hereby certifies that neither CONSULTANT, its employees, nor any firm affiliated with CONSULTANT providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.
- D. CONSULTANT further certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT, will bid on any construction subcontracts included within the construction contract. Additionally,

CONSULTANT certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.

- E. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT 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; CONSULTANT 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. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

ARTICLE XVI STATEMENT OF COMPLIANCE

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

Applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

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

ARTICLE XVIII FUNDING REQUIREMENTS

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

ARTICLE XIX CHANGE IN TERMS

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

ARTICLE XX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. **The goal for DBE participation for this contract is 6%.** Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as LOCAL AGENCY deems appropriate.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the, contract is commensurate with the work it is actually performing, and other relevant factors.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

- J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.
- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within 30 days.

ARTICLE XXI CONTINGENT FEE

CONSULTANT 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 CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXII DISPUTES

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

ARTICLE XXIII INSPECTION OF WORK

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

ARTICLE XXIV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT 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, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

ARTICLE XXV INSURANCE

Consultant shall procure and maintain insurance pursuant to Attachment II, "Insurance Requirements For Consultant," attached hereto and incorporated by reference.

ARTICLE XXVI OWNERSHIP OF DATA

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

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

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

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

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

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

ARTICLE XXX EVALUATION OF CONSULTANT

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

ARTICLE XXXI RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- B. No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

ARTICLE XXXII NOTIFICATION

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

CONSULTANT:

GHD, INC.
 RUSS WENHAM, PE, PROJECT MANAGER
 330 HARTNELL AVENUE
 REDDING, CA 96002

LOCAL AGENCY:

TEHAMA COUNTY PUBLIC WORKS
 KEVIN ROSSER, CONTRACT ADMINISTRATOR
 9380 SAN BENITO AVENUE
 GERBER, CA 96035

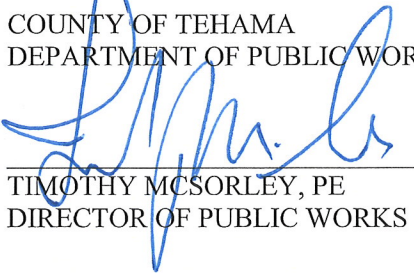
ARTICLE XXXIII CONTRACT

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

ARTICLE XXXIV SIGNATURES

IN WITNESS WHEREOF, Local Agency and Consultant have executed this agreement on the day and year set forth below.

COUNTY OF TEHAMA
DEPARTMENT OF PUBLIC WORKS



TIMOTHY MCSORLEY, PE
DIRECTOR OF PUBLIC WORKS

Date: 12.4.18

GHD. INC.



DOUGLAS RIES, PE
PRINCIPAL IN CHARGE

Date: 11-26-18

Project Understanding

Goals:

The County desires to:

1. Rehabilitate the pavement on 99W, from Gyle Road to the I-5 overcrossing.
2. Improve capacity and safety within the city limits.
3. Improve the freeway ramp intersection to result in improved safety and to meet future traffic growth.
4. Minimize environmental impacts.
5. Meet the overall schedule and budget.

Scope:

1. Determine the most cost effective rehabilitation strategies and limits to stay within budget.
 - a. Consider cold-in-place recycling and hot-mix overlays.
 - b. No widening in the unincorporated County.
 - c. Reconstruct and/or overlay existing driveways.
2. Widen the roadway, to provide a 5-lane section with bike lanes, from the Red Bluff city limits to the new modern roundabout at the freeway ramps.
 - a. Widen along the easterly side to accommodate the additional lanes.
 - b. Reconstruct the traffic signal at the Sister Mary Columbia Drive intersection.
 - c. Consider restricting turns at Sutter Street.
3. Provide a modern roundabout that meets the future traffic demands.
 - a. Provide quality bicycle and pedestrian facilities.
 - b. Reconstruct landscaping.
 - c. Modify the freeway maintenance agreement.
 - d. Provide Caltrans standard lighting.
 - e. Provide stub-outs for future Caltrans ITS.
 - f. Accommodate future traffic growth.
 - g. Accommodate current and future truck traffic.
 - h. Provide a gateway to the City and County areas.

Funding:

The project is currently programmed with a combination of Federal STIP, Federal Demonstration High Priority Project and Federal CMAQ funds. The current funding includes \$230K for E&P, \$185K for PS&E and \$8,799K for CON (and CE). This amount of money presents a unique opportunity for the County, City of Red Bluff, and Caltrans to realize major enhancements to their facilities. The County will secure additional funding for E&P and PS&E.

Schedule:

The schedule in large part will be driven by Caltrans NEPA and resource agency permitting. Considering the magnitude of work, a reasonable goal is to have Project construction completed in summer/fall 2021.

Caltrans Coordination:

The Caltrans coordination fits into two distinct areas – (1) Local Assistance and (2) Encroachment Permits. The local assistance coordination will be for Request for Authorizations, invoicing by the County, NEPA approval and CEQA oversight and right of way certification. The encroachment permits coordination will be for traffic operations, maintenance agreement, landscaping, electrical, roundabout, signing, striping, drainage, NPDES, etc. The scope assumes that Caltrans will process the project as an encroachment permit since the project is between \$1M and \$3M in the state's right of way.

City of Red Bluff Coordination:

A significant portion of the work, from Grasshopper Creek to the I-5 overcrossing, is within the city limits

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and subject to City reviews/approvals. Coordination with the City will be required at each step in the project delivery.

Adjacent Land Owner Coordination:

Every driveway along the eleven mile project may be modified - even if only slightly. The owners of the driveways will be contacted in writing and granted the opportunity for explanations and/or field meetings. The majority of the driveway impacts will be negligible, but there will likely be some amount that are subject to significant changes.

Modifications to access at Sutter Street are contemplated. Any changes will require focused outreach and add to the complexities of the environmental approvals.

Public Presentations:

Public presentations are planned for the Board of Supervisors, City Council, and County Transportation Commission. The presentations will occur upon completion of the preliminary design and PEER.

Resource Agency Permits:

If required, the County will be the lead for obtaining resource agency permits with support from GHD.

Right of Way:

The current plan is to construct the project without right of way acquisition. If the design necessitates, right of way acquisition, then an agreement amendment will be required.

Construction:

The County will advertise, award and administer the construction phase. Encroachment permits are required from the City and Caltrans prior to advertisement.

Scope of Work

Task 1 - Project Management, Coordination and Documentation (Both P&E and PS&E Phases)

The following Scope of Work outlines tasks necessary to provide Professional Services for the 99W and South Main Street Reconstruction Project. Our Scope of Services has been developed based upon the Request for Proposal (RFP), visits to the project site, our expertise in roundabout design, and our experience on similar projects.

Task 1.1 Project Management

GHD will serve as overall Project Manager during the entire duration of the project for the preliminary engineering/environmental phase, preparation of the Plans, Specifications, and Estimates (PS&E) and construction support for the Project. The general project management responsibilities include:

- ◆ Develop Project Team and direct the team's activities
- ◆ Prepare the Project Scope and ensure adherence to its requirements
- ◆ Prepare and keep master Project Schedule, updating as necessary
- ◆ Coordinate project status meetings
- ◆ Manage subconsultants
- ◆ Manage budget
- ◆ Implement Quality Assurance and Quality Control Measures
- ◆ Make presentations
- ◆ Prepare invoices and progress reports

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Task 1.2 Coordination

Task 1.2.1 Progress Meetings

GHD will provide meeting coordination. At the outset of this project, an initiation meeting will be scheduled to establish the project team; review the scope of work and the project schedule; and establish lines of communications. GHD has budgeted for eight meetings at County Offices (appropriate subconsultants in attendance at up to four meetings - and where possible by teleconference to save cost) and eight meetings in Caltrans District 2 offices in Redding. In addition to the face-to-face meetings, teleconferences, and net-meetings will be conducted, as necessary. GHD will prepare agendas and meeting minutes highlighting decisions made and action items.

Task 1.2.2 Public Meetings

GHD will attend and assist staff with presentations at the TCTC, Tehama County Board of Supervisors and the Red Bluff City Council. For budgeting purposes, a total of three public meetings are planned with only the GHD project manager in attendance/presenting. The budget also includes preparation of a 15-20 page PowerPoint presentation for these public meetings.

Task 2 - Surveying, Potholing, Base Mapping, and Right of Way Engineering (Not in Scope)

The scope assumes that the County will provide these work products.

Task 3 - Pavement Design Investigation/Report (E&P Phase)

GHD will prepare pavement design investigations and document rehabilitation and new structural section recommendations in a Technical Memorandum. The purpose of the investigation is to determine the R-value that will be used for design in the south Red Bluff area and to generate a rehabilitation recommendation based on the County-provided Pavement Engineering Inc. studies. In addition, soil samples will be tested for corrosivity for the purposes of drainage system design. It is assumed that a Life Cycle Cost Analysis will not be required. GHD will provide the following scope of services:

Task 3.1 Site Investigations

- ◆ Review available design plans and conceptual layouts to select exploration locations.
- ◆ Perform a site reconnaissance to review project limits, determine equipment access, and mark out exploratory boring locations for subsequent utility clearance.
- ◆ Notify subscribing utility companies via Underground Service Alert (USA) a minimum of two business days (as required by law) prior to performing exploratory excavations at the site.
- ◆ Collect up to four near-surface samples that will be used for corrosivity and R-Value tests.
- ◆ Log the soils encountered in the borings.
- ◆ Perform laboratory tests on selected samples to evaluate corrosivity and R-Value.

Note: Since only light grading is anticipated in the south Red Bluff area, it is assumed that a more extensive geotechnical investigation will not be required.

Task 3.2 Pavement Design Report

GHD will prepare a pavement design memorandum in conformance with the latest Caltrans' guidelines. The report will include (but not be limited to) the following:

- ◆ Scope of work summary, project description, and field exploration program summary
- ◆ Site Plan showing locations of exploratory samples
- ◆ Site geology and subsurface conditions
- ◆ Summary of Pavement Engineering Inc.'s previous work
- ◆ Soil corrosion screening evaluation
- ◆ Pavement structural section recommendations (R value analysis)
- ◆ Construction considerations



The Pavement Design Report(s) will address the entire project limits, from Gyle Road to Interstate 5.

GHD will submit a Draft Memorandum for the County and Caltrans review followed by two wet-signed and stamped originals and one electronic copy (PDF format) of the Final Memorandum.

Task 4 - Plans, Specifications and Engineer's Estimate

Task 4.1 - Preliminary Engineering (30% Design) (E&P Phase)

GHD assumes that there will be no significant modifications to the design developed as part of the ICE process (per Task 4.1.5) required by Caltrans. GHD will submit up to 12 half-sized (11"x17") plans and landscape concepts (for review by the County, City, and Caltrans), 12 hard copies of the estimate, and electronic copies of each submittal. If requested, up to 3 full-size plan sets will be provided.

Task 4.1.1 30% Plans and Estimate

GHD will modify the roundabout concept prepared for the proposal to the 30% design level and incorporate any revisions resulting from discussions with County Staff at the Kick-Off Meeting. GHD will revise the draft concept and prepare a preliminary Estimate in support of the Permit Engineering Evaluation Report (PEER) discussed in Task 9. The following plan sheets are anticipated:

ID Code	Type of Sheet	Number Required
---	Title	1
X	Typical Cross Section	5
K	Key Map and Line Index	1
CSS	Construction Staking Survey Control Sheet	1
D	Demolition Plans	2
L	Layouts	8
PS	Profile and Superelevation Diagrams	5
C	Construction Details	4
WPC	Temporary Water Pollution Control Details & Quantities	1
G	Contour Grading	2
D	Drainage Plans	4
DP	Drainage Profiles	3
DD	Drainage Details	2
U	Utility Plans and Details	6
CS	Construction Area Signs	1
MI	Motorist Information Plans	4
SC	Stage Construction/Traffic Handling Plans & Quantities	12
DE	Detour Plans	4
PD	Pavement Delineation Plans	7
S	Sign Plans	7
SD	Sign Details and Quantities	6
I	Irrigation Notes, Plans and Details	4
P	Planting Plans and Details	4
EC	Erosion Control Plans & Details	3
E	Electrical Notes	1
E	Lighting Plans	5
E	City Traffic Signal	2
	Total	105

Task 4.1.2 Draft Reports/Memorandums

GHD will prepare one Draft and one Final version of the following reports and memorandums, assuming minor comments, for submittal to the County, City, and Caltrans for review:

- ◆ Preliminary Drainage Report (See Task 7)
- ◆ Preliminary Storm Water Data Report (See Task 7)
- ◆ Draft Construction Schedule
- ◆ Documentation of Operational Analysis and Horizontal Review Findings

Task 4.1.3 Landscape Concept Exhibits

GHD will prepare up to two landscape concepts utilizing drought tolerant planting while providing an envelope showing the area in which public art can be accommodated, should that be something the County wishes to pursue in the future. GHD will also identify potential changes to the existing freeway maintenance agreement between the City and Caltrans, based on landscape features chosen and the changed geometry within the roundabout. The landscape design will assume that existing irrigation connections are available and that no trunk lines will be necessary.

Task 4.1.4 Traffic Analysis

GHD will prepare traffic forecasts and operations analysis for the Project. The scope assumes that only the 99W/I-5 ramps intersection will be analyzed since all other proposed improvements either improve or have no impact on traffic operations.

The forecasts will assume 2021 for construction completion and 2041 as the design year. Forecasts will be derived by a combination of projecting historical traffic growth and the addition of specific developments that will be agreed upon by the County, City, and Caltrans. GHD will prepare a draft forecasts methodology memorandum that will be submitted for review by the agencies. Upon receipt of comments from the agencies, the final forecasts methodology memorandum will be prepared and submitted. Based upon the final forecasts methodology memorandum, forecasts will be prepared in draft, for agency review, and then finalized by GHD.

GHD will first prepare a Draft Traffic Operations Report (TOR) utilizing the information described above to document the existing and future traffic conditions and recommended roundabout and roadway geometry for the Project improvements to provide efficient traffic operations. Preliminary layouts showing both the recommended roundabout layout and approach roadway geometrics will be prepared and provided within the draft TOR. The Draft TOR will also include all supporting capacity calculations. Upon review of the Draft TOR by the County, City, and Caltrans and resolution of all comments, GHD will then prepare an Final TOR for approval.

Task 4.1.5 Intersection Control Evaluation (ICE)

GHD will use the information described above to prepare an ICE in accordance with Caltrans policies. The ICE will compare a traditional traffic signal vs. a modern roundabout at the 99W/I-5 freeway ramps intersection. The ICE will be prepared in draft and submitted to the County and Caltrans for review. Upon receipt of agency comments, GHD will prepare the Final ICE.

Task 4.2 through 4.4 Final Design (PS&E Phase)

GHD will submit up to 12 half-sized (11"x17") plans (for review by the County, City and Caltrans), 12 hard copies of the special provisions and estimate, and electronic copies of each submittal. If requested, up to 3 full-size plan sets will be provided. GHD will act as the County's agent and provide the Caltrans encroachment permit application.

Task 4.2 60% PS&E

GHD will incorporate all revisions based on review comments of the 30% Design, prepare the 60% PS&E,

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and revise the draft reports and memos accordingly.

GHD will provide a formal comment resolution table identifying all design review comments received on the 30% submittal.

GHD will prepare landscape architecture construction documents based on the selected landscape concept, planting and irrigation (as required) only. Artistic monuments, sculptures, and/or public art can be incorporated into the design upon approval of an agreement addendum.

Task 4.3 95% PS&E

The plans prepared as part of the 60% design will be supplemented with additional details and information to respond to comments received. Supplemental reports and other supporting calculations will be updated and resubmitted as part of the 95% PS&E submittal package.

GHD will provide a formal comment resolution table identifying all design review comments received on the design plans and submitted reports. The cost estimate and bid schedules will be revised to incorporate any changes from the 60% submittal.

GHD will revise the special provisions and bid documents per County standards. It is assumed the County will provide any front-end contract boilerplate language for use by GHD.

Task 4.4 Final PS&E/Bid Document Preparation

GHD will update the 95% PS&E based on the agreement and resolution of comments for final submittal of stamped plans and specifications to the County. This submittal will represent the final contract documents that will be issued by the County for bidding, award, and construction. Included the submittal will be full-size mylars, AutoCAD files, and reproducible documents needed for bidding. The pending 2018 Caltrans standard plans and specifications will be used.

Task 5 - Utility Coordination & Relocations (Both P&E and PS&E Phases)

Task 5.1 Utility Coordination

GHD will coordinate with the utility purveyors to identify any future plans coordinated with this project and any relocations that are necessary.

Task 5.2 Utility Conflict Maps

GHD will prepare utility conflict maps based on the proposed improvements as part of the 30% plans. These plans will be used to identify potholing requirements and/or confirm conflicts and obtain any comments the utility purveyors may have. One Conflict Map will be prepared for each utility involvement and potholing information will be displayed as part of the 30% plans as well. Potholing services, if required, will be provided by the County.

Task 5.3 Utility Policy Certification and Utility Matrix

GHD will prepare a draft and a final Utility Policy Certification and Utility Matrix in conformance with the latest Caltrans' guidelines.

Task 5.4 Preliminary Utility Relocation Plan Coordination and Relocation Letter

This task addresses coordination of the preliminary utility relocation plans with the plans for the project. The affected utility company will complete their relocation plans with input from GHD. For instance, utility sleeves for potential future projects, clearances, and cost and schedules to relocate are typical items addressed under this task. Utility relocations are assumed to be completed prior to construction of the project, or by the utility purveyors' own forces. If it is necessary to perform some of the utility relocations simultaneously with the project construction, coordination of the phasing of utility relocations will be addressed in the special provisions and on the stage construction plans.

GHD will also prepare a relocation letter to be signed and sent by County staff to each utility purveyor addressing the needed relocations, anticipated construction schedule, and liability.

Task 5.5 Utility Agreement Support and Notice to Owner Letters

GHD will prepare any required utility agreements for the relocation of utilities. GHD will prepare the Notice to Owner letters and provide a copy to the County for signature and subsequent delivery to the utility companies.

Task 6 - Environmental Services (E&P Phase)

As part of the GHD Team, our subconsultant ENPLAN will provide environmental services related to California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance. The team will work closely with County staff and Caltrans staff to provide the necessary technical studies and environmental documents. As further described below, we assume that NEPA compliance will consist of a Categorical Exclusion with supporting technical studies. CEQA compliance will consist of a Mitigated Negative Declaration, relying upon the NEPA technical studies.

The following provides an overview of the scope of work required to prepare the CEQA/NEPA documentation:

Task 6.1 Project Description

ENPLAN will work with the County to finalize the Project Description/Purpose and Need Statement. The project description will describe the operational characteristics of the project. Construction methods, including any staging areas and detours, will be discussed. The Purpose and Need Statement will describe the main transportation problem or problems that point to the need for the project and describe how the project will solve the identified problem or need. The Project Description will include maps of the project location and project footprint, including existing and required right of way.

Task 6.2 Preliminary Environmental Study (PES) and Field Review

ENPLAN will prepare the PES form on behalf of the County. The PES is used by Caltrans to identify the scope of the environmental analysis (the issues, technical studies required, and the type of environmental document needed for NEPA and CEQA compliance). Using the project description (per the previous task), available information sources, and a field visit, ENPLAN staff will prepare the PES for submission to District 2 staff. ENPLAN will also prepare the Field Review Form to be submitted with the PES, requesting a field review to finalize the PES with District 2 staff. ENPLAN staff will also attend a kick-off meeting with County and Caltrans staff to determine the specific technical studies needed for the environmental document. The scope assumes that the project:

- Could affect water resources
- Is located within a 100-year floodplain
- Could affect special-status species or their habitats
- Could affect nesting migratory birds
- Could affect access to properties or roadways
- Could affect wetlands
- Could introduce or increase the spread of noxious weeds
- Could impact cultural resources
- Could require the acquisition of additional right of way
- Could require permits

Task 6.3 Technical Studies

Based on the project information included in the RFP, and the Caltrans Local Assistance Procedures Manual, the scope assumes the following technical studies will be required. The type and scope of the technical studies will be confirmed by Caltrans as part of the PES process. Therefore, this scope of work may

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be revised following the Field Review and PES approval to reflect the final requirements. All technical studies will be prepared according to the requirements of the Standard Environmental Reference (SER). In addition to the studies listed below, ENPLAN will rely upon the project TOR prepared by GHD.

Air Quality Technical Memorandum.

- ◆ The proposed project is not located in a nonattainment or maintenance area for any National Ambient Air Quality Standards (NAAQSs). The only federal nonattainment area in Tehama County is the immediate Tuscan Buttes area at or above 1,800 feet in elevation; this area is nonattainment for 2008 8-hour ozone NAAQS; therefore, air quality conformity requirements do not apply to the proposed project. ENPLAN will prepare the Transportation Air Quality Conformity Findings Checklist in accordance with Caltrans Environmental Handbook, Volume 1, Chapter 11. It is ENPLAN's understanding that the County will be responsible for modeling and documenting air quality impacts for the CEQA analysis.
- ◆ *Cultural Resources: ASR/HRER/HPSR.* The scope of cultural resources assessment is determined by the District's Professionally Qualified Staff (PQS) as part of the PES process. ENPLAN will prepare the Area of Potential Effects (APE) map as part of the consultation process. Based on the nature and location of the project, ENPLAN will assume that no historic structures or other cultural resources would be affected by the project. ENPLAN will conduct a record search and site visit, and document the analysis in and a Historic Property Survey Report (HPSR)/Historical Resources Evaluation Report (HRER)/Archaeological Survey Report (ASR). ENPLAN will contact the Native American Heritage Commission for information relating to any previously recorded sacred sites and to receive a listing of local Native Americans who may wish to express their concerns regarding the project. In accordance with recent Caltrans practice, ENPLAN will draft the letters to Native Americans for Caltrans to sign and send; ENPLAN will then provide follow-up contact with the Native Americans as needed. It is our understanding that the County will be responsible for AB 52 (2014) Tribal Cultural Resources Consultation in accordance with Public Resources Code (PRC) §21084.2, if required. ENPLAN further assumes that neither Section 106 Consultation with the State Historic Preservation Office (SHPO) nor a Section 4(f) determination will be necessary.
- ◆ *Community Impact Assessment.* The adjacent land uses are primarily commercial, with some residential uses in the near vicinity. Right of way acquisition would be limited to commercial parcels, and would not require removal of any structures. If the County proposes to close Sutter Street, ENPLAN will prepare a Community Impact Assessment. This work includes interviews with local business owners, and a brief overview of community issues and attitudes. The assessment will discuss land use and growth effects, social effects, effects on public services, economic effects, pedestrian and bicycle safety, and construction impacts; along with any mitigation strategies.
- ◆ *Wetland Delineation.* ENPLAN will identify the boundaries of all wetlands, other waters, and streamside riparian habitat, in the project limits. This work includes pre-field research, field evaluations, acreage calculations and preparation of a technical report meeting the requirements of the USACE.
- ◆ *Biological Surveys.* ENPLAN will survey for special-status plants, animals, and fish in accordance with USFWS, NMFS and CDFW requirements. This work includes pre-field research, botanical field survey and wildlife field survey.
- ◆ *Biological Assessment.* ENPLAN will prepare a biological assessment to document the results of field surveys and record searches.
- ◆ *Natural Environment Study, Minimal Impact (NES-MI).* ENPLAN will assess potential impacts to

biological resources by preparing an NES-MI.

- ◆ *Farmland.* The scope assumes that the project will not affect farmland and that this assertion will be documented in the PES.
- ◆ *Floodplain Assessment.* It is anticipated that some of the proposed roadway improvements will be located within a 100-year flood hazard zone. The scope assumes that the encroachments into the floodplain will be insignificant and GHD will prepare a Summary Floodplain Encroachment Report.
- ◆ *Noise Technical Memorandum.* A memorandum addressing construction noise will be prepared by ENPLAN, due to the motel uses in the project vicinity. The project would not move vehicle traffic substantially closer to sensitive receptors, so a Noise Study Report is not included in the scope.
- ◆ *Visual Resources Technical Memorandum.* The proposed project would change the horizontal alignment of the intersections, and introduce new elements (roundabout, landscaping). As these changes would not affect a scenic view, and would likely include beneficial effects (including removal of inconsistent signage), a brief memorandum is the anticipated level of study. GHD will prepare a Technical Memorandum, reviewed by a licensed landscape architect.
- ◆ *Water Quality.* GHD will prepare a memorandum based, in part, on information provided as part of the Storm Water Data Report (SWDR) to document potential water quality and hydrology impacts associated with the proposed project. The memo will describe any surface waters or floodplains within the project area, potential impacts associated with the project, and project design features and/or mitigation measures to address any potential impacts.
- ◆ *Initial Site Assessment.* ENPLAN will prepare the ISA per Caltrans guidance documents, which reference the American Society for Testing and Materials (ASTM). Caltrans documents refer to the Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process, Designation E 1527 - 05. However, ASTM has updated this document and is now referenced as ASTM E 1527- 13. Other guidance documents to be used will include the United States Environmental Protection Agency's (USEPA's) All Appropriate Inquiries (AAI) rule. The surveys will include a site history assessment, regulatory research, and a visual site inspection. As part of surveys preparation, copies of pertinent documents will be requested from the City and County.

Task 6.4 Environmental Document

ENPLAN will assume that an Initial Study, along with the technical reports listed above, will be prepared, leading to a Mitigated Negative Declaration under CEQA, and a NEPA Categorical Exclusion (CE) under 23 CFR 771.117. If Caltrans (as the delegated NEPA lead agency, determines the project cannot be categorically excluded, an initial study/environmental assessment (IS/EA) would be required (and a revised scope of work would be prepared). ENPLAN assumes that all administrative copies will be submitted electronically for County review. The preparation of the IS and MND is described below.

- ◆ *Draft IS.* The County will prepare the Draft IS.
- ◆ *Public Review.* The County will manage and conduct public noticing and reviews.
- ◆ *Final Document.* The County will prepare the final CEQA document.
- ◆ *MMRP.* The County will prepare the MMRP.
- ◆ *Final Notices.* The County will prepare and submit the NOD.
- ◆ *Permits.* The scope assumes that the County will obtain any necessary resource agency permits.

GHD further assumes that, for purposes of the Nationwide Pollutant Discharge Elimination System (NPDES) requirements, the project would be covered under the Construction General Permit. Per the General Permit, the Contractor would be required to prepare a Stormwater Pollution Prevention Plan (SWPPP).

Task 7 - Storm Drainage Analysis and Treatment (Both P&E and PS&E Phases)

Task 7.1 Storm Drainage Analysis and Treatment

GHD will prepare the Drainage Report and the SWDR. Elements for the reports include the existing and proposed drainage shed maps, narrative of the drainage conditions prior to and after the project, determination of pre and post runoff quantities and water quality calculations consistent with Caltrans requirements and the County requirements for Low Impact Design. The scope includes:

Preliminary Drainage Report

- ◆ Drainage Shed Maps (Pre and Post)
- ◆ Determination of Incremental Runoff
- ◆ Determination of Water Quality Volume
- ◆ Initial Design Approach: During & Post Construction

Preliminary SWDR

- ◆ Identify Drainage Management Areas
- ◆ Construction SWPPP requirements
- ◆ Post Construction Features

Draft/Final Drainage Report

- ◆ Response to Preliminary Report, and follow-on drafts, comments
- ◆ Hydraulic Grade Line Calculations
- ◆ Pipes, Culverts and Swales

Draft/Final SWDR

- ◆ Response to Preliminary Report, and follow-on drafts, comments
- ◆ Water Quality Elements - sizing and design
- ◆ Storm Water Quality Management Plan

Task 8 - Right of Way Services (PS&E Phase)

The scope assumes that no new right of way nor temporary construction easements will be required, thus the scope only includes preparation of the right of way certification.

Task 8.1 Right of Way Certification

GHD will prepare a local assistance right of way certification for approval by the County and Caltrans. The scope assumes the County will provide the necessary board resolution that authorizes staff to sign the certification.

Task 9 - Agency Approval Documents (Both P&E and PS&E Phases)

Task 9.1 Permit Engineering Evaluation Report (PEER)

The work in the Caltrans right of way qualifies for processing under the encroachment permit manual policies, thus the scope assumes that a PEER will be required that will serve the same purposes of a project report. To that end, GHD will prepare a PEER, per guidelines in Appendix I of the Caltrans Project Development Procedures Manual that documents the engineering analysis of the proposed improvements. The analysis will include review of the proposed improvements to determine drainage, maintenance, operation, and environmental impacts. The approved PEER will provide agreement on the geometric layout, scope of improvements, schedule, and estimated cost of the project. The 30% PS&E submittal, (Task 4), shall be utilized as an attachment to the PEER to document the basis of design.

**Task 9.2 Nonstandard Design Features**

GHD will prepare a Design Information Bulletin (DIB) 78 “Design Checklist” as required by Caltrans. The roundabout, splitter island areas and ramp curbing (included in the design within the speed control areas) are considered part of the roundabout and typical local street and ramp Highway Design Manual requirements do not apply (HDM 405.10 “Roundabouts”). The scope assumes the preparation of one design standard decision document for up to three exceptions and that the Caltrans district and headquarters functions are supportive of the exceptions.

Task 9.3 Roundabout Design Check Exhibits

GHD will evaluate and prepare one draft and one final set of exhibits for the following in order to provide documentation of the roundabout design:

- ◆ Fast Path Analysis
- ◆ Intersection Site Distance
- ◆ Vehicle and Pedestrian Stopping Site Distance
- ◆ View Angles
- ◆ Bus/Truck Turns (including STAA trucks)

Task 10 - Public Outreach (PS&E Phase)

GHD will outreach to adjacent property owners that will have their driveways modified.

Task 10.1 Mailers and Notices

GHD will send a letter and an exhibit to each owner with an impacted driveway. Ownership will be obtained from County Assessor records. The draft letter will be provided to the County for review prior to mailing by GHD. The letter will describe the project scope, schedule, costs, goals, and features. Owners will be provided with contact information for both the GHD project engineer and the County’s project manager. The letter will ask owners to contact either GHD or the County if they have any questions.

Task 10.2 Property Owner Coordination

The scope assumes up to 12 inquiries from the owners, with four of the inquiries requiring a field meeting between the owner, County, and GHD.

Task 11 - Local Assistance Request for Authorization

GHD will prepare the draft request for authorization/allocation forms and paperwork for use by the County.

Task 11.1 Requests for Authorization

- PS&E allocation/authorization
- CON/CE allocation/authorization



**Exhibit 10-H
Cost Proposal**

Project Budget
Tehama County
County Project No. 2708181
Date: UPDATED 9/11/18
PRO No. 8092

Contract No. _____
Consultant GHD Inc.

DIRECT LABOR

Classification	Name	Range (\$)	Hours		Initial Average Hourly-Rate (\$)	Total
Principal	Various	75.00	33	@	90.00	\$ 2,970.00
		110.00				
Proj Manager	Various	60.00	360	@	80.00	\$ 28,800.00
		95.00				
Senior Prof Staff	Various	50.00	818	@	65.00	\$ 53,170.00
		90.00				
Assist Prof Staff	Various	30.00	1410	@	40.00	\$ 56,400.00
		60.00				
Technicians	Various	20.00	1048	@	30.00	\$ 31,440.00
		50.00				
Technical Apprentice	Various	12.00	240	@	20.00	\$ 4,800.00
		25.00				
Admin Support	Various	12.00	79	@	20.00	\$ 1,572.33
		30.00				
Subtotal Hours			3988			

From
"Consultant
Cost
Proposal"

Subtotal Direct Labor Costs	\$ 179,152.33	
Anticipated Salary Increases (see attached calculation on page 2)	\$2,687.29	
Total Direct Labor Costs	\$ 181,839.62	\$181,839.62

Indirect Rate (Fringe Benefits+Overhead+G&A)	Rate 166.98%	Total \$ 303,635.80	
Total Indirect Costs			\$ 303,635.80 \$303,635.76

FEE	Rate 10.00%	Total \$ 48,547.54	
Total Fee			\$ 48,547.54 \$48,547.56

GHD SUBTOTAL DIRECT LABOR + INDIRECT + FEE		\$ 534,022.96	\$534,022.93
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OTHER DIRECT COSTS			
Postage and Courier Services		\$ 240.00	
Reproduction		\$ 1,000.00	
Lab Tests		\$ 3,200.00	
Vehicle Mileage		\$ 1,362.50	
Employee Per Diem		\$ 680.00	
Total Other Costs		\$ 6,482.50	\$6,482.50

GHD TOTAL		\$ 540,505.46	\$540,505.43
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Note: Rounding results in a few pennies variation between the "Consultant Cost Proposal" and this EX 10-H.



Consultant Name: **GHD Inc.**

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

DL Subtotal per Cost Proposal		Total Hours per Cost Proposal	=	Avg Hourly Rate	
\$ 179,152.33	/	3987.61672	=	\$44.93	Year 1 Avg Hourly Rate

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

Avg hourly Rates		Proposed Escalation	=		
Year 1 \$44.93	+	3%	=	\$46.27	Year 2 - Avg Hrly Rate
Year 2 \$46.27	+	3%	=	\$47.66	Year 3 - Avg Hrly Rate
Year 3 \$47.66	+	3%	=	\$49.09	Year 4 - Avg Hrly Rate
Year 4 \$49.09	+	3%	=	\$50.57	Year 5 - Avg Hrly Rate

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

Estimated % of DL Completed Each Year		Total Hours per Cost Proposal	=		
Year 1 50.0%	*	3987.61672	=	1993.80836	Estimated Hours Year 1
Year 2 50.0%	*	3987.61672	=	1993.80836	Estimated Hours Year 2
Year 3 0.0%	*	3987.61672	=	0	Estimated Hours Year 3
Year 4 0.0%	*	3987.61672	=	0	Estimated Hours Year 4
Year 5 0.0%	*	3987.61672	=	0	Estimated Hours Year 5
Total 100.0%		Total		3987.61672	hrs

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

Avg Hourly Rate (calculated above)		Estimated hours (calculated above)	=	
Year 1 \$44.93	*	1993.80836	=	\$89,576.17
Year 2 \$46.27	*	1993.80836	=	\$92,263.45
Year 3 \$47.66	*	0	=	\$0.00
Year 4 \$49.09	*	0	=	\$0.00
Year 5 \$50.57	*	0	=	\$0.00
Estimated Direct Labor Costs With Escalation				\$181,839.62
Direct Labor Subtotal before escalation				\$179,152.33
Recalculated Escalation w/o Overhead Rate & Fees				\$2,687.29

Tehama County 99W and South Main Reconstruction Project

Exhibit 10-H Cost Proposal

Actual Cost-Plus-Fixed-Fee or Lump Sum (Firm Fixed Price) Contracts

Note: Mark-ups are Not Allowed

Consultant: ENPLAN

Contract Number: TBD

Date: June 19, 2018

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Environmental Services Manager	Donald Burk	80	\$ 57.00	\$ 4,560.00
Senior Environmental Planner	Carla Thompson	110	\$ 28.85	\$ 3,173.50
Environmental Scientist II	John Luper	160	\$ 28.25	\$ 4,520.00
Environmental Scientist III	Stacey Alexander	200	\$ 20.00	\$ 4,000.00
Cultural Resources Manager/Arch. I	Dimitra Zalarvis-Chase	25	\$ 35.00	\$ 875.00
Archaeologist	Jacques Peltier	120	\$ 25.00	\$ 3,000.00
Env Scientist/ESA Manager	Amy Lee	40	\$ 35.00	\$ 1,400.00
GIS Technician	Staff	60	\$ 30.00	\$ 1,800.00
Production Manager	Staff	40	\$ 17.85	\$ 714.00

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 24,042.50
b) Anticipated Salary Increases (see page 3)	To Be Determined
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 24,042.50

FRINGE BENEFITS

d) Fringe Benefits: % Rate= 32.8	e) TOTAL FRINGE BENEFITS [(c) x (d)]	\$7,885.94
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INDIRECT COSTS

f) Overhead: % Rate= 90.7	g) Overhead [(c) x (f)]	\$ 21,806.55
h) General & Administrative: Rate= 50.9	i) Gen & Admin [(c) x (h)]	\$ 12,237.63
j) TOTAL INDIRECT COSTS [(e)+(g) + (i)]		\$41,930.12

FEE (Profit)

q) % Rate: 10	k) TOTAL FIXED PROFIT [((c)+(j)) x (q)]	\$ 6,597.26
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OTHER DIRECT COSTS (ODC)

Description

l) Travel/Mileage Costs (supported by consultant actual costs)	\$ 495.00
m) Equipment Rental and Supplies (itemize)	
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.	
o) Laboratories/Services	\$ 1,435.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime)	

Total Direct Labor Cost \$ 24,042.50

Indirect Overhead Rate @ 174% \$ 41,930.12

Tehama County 99W and South Main Reconstruction Project

Subtotal Direct Labor and Indirect Overhead Rate	\$ 65,972.62
FIXED FEE 10.00%	\$ 6,597.26
Subtotal Other Costs	\$ 1,930.00
GRAND TOTAL	\$ 74,499.88

Overhead rate has not been audited by the Caltrans Division of Audits and Investigations or other equivalent method.



**Exhibit 10-H
Cost Proposal**

Project Budget
Tehama County
County Project No. 2708181

Contract No. _____
Consultant MTJ Engineering, LLC

Date July 31, 2018

DIRECT LABOR

Classification	Name	Range (\$)	Hours		Initial Average Hourly Rate (\$)	Total
Roundabout		75.00				
Designer/Eng.	Various	110.00	54	@	70.00	\$ 3,780.00
		40.00				
Proj. Admin.	Various	65.00	4	@	31.00	\$ 124.00
		15.00				
CAD Tech.	Various	30.00	12	@	25.00	\$ 300.00
Subtotal Hours			70			
Subtotal Direct Labor Costs						\$ 4,204.00
Indirect Rate (Fringe Benefits+Overhead+G&A)		Rate			Total	
		136.20%			\$ 5,725.85	
Total Indirect Costs						\$ 5,725.85
FEE		Rate			Total	
		10.00%			\$ 992.98	
Total Fee						\$ 992.98
OTHER COSTS						
Postage and Courier Services					\$	-
Reproduction					\$	-
Vehicle Mileage					\$	-
Employee Per Diem					\$	-
Total Other Costs						\$ -
Total MTJ Costs						\$ 10,922.83

EXHIBIT 10-H1 COST PROPOSAL PAGE 1 OF 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant T J K M

Project No. CML 5008(148)

Contract No. _____

Date 6/18/2018

DIRECT LABOR

Classification/Title	Name	hours	Actual Hourly Rate	Total
Principal-In-Charge	Nayan Amin	2	\$91.54	\$183.08
QA/QC	Ruta Jariwala	15	\$91.54	\$1,373.10
Project Manager	Atul Patel	120	\$78.49	\$9,418.80
Task Lead	Rutvij Patel	116	\$50.28	\$5,832.48
Task Lead	Erik Bjorklund	76	\$54.96	\$4,176.96
Project Engineer	Andrew Dickinson	252	\$30.70	\$7,736.40
Administration	Amber Keiper	10	\$31.00	\$310.00

LABOR COSTS

a) Subtotal Direct Labor Costs	\$29,030.82
b) Anticipated Salary Increases (see page 2 for sample)	\$0.00
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$29,030.82

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>34.99%</u>)	e) Total Fringe Benefits	\$ 10,157.88
f) Overhead (Rate: <u>86.16%</u>)	g) Overhead [(c)x(f)]	\$ 25,012.95
h) General and Administrative (Rate: <u>0.00%</u>)	i) Gen & Admin [(c) x (h)]	\$ -
	j) Total Indirect Costs [(c) + (g) + (i)]	\$35,170.84
FIXED FEE	k) TOTAL FIXED PROFIT [(c) + (j)] x fixed fee <u>10%</u>	\$6,420.17

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

Description of Item	Quantity	Unit(s)	Unit Cost	Total
Mileage Costs			0.54	\$400.00
Equipment Rental and Supplies - Data Collection				\$0.00
Permit Fees				\$0.00
Plan Sheets			\$18.00	\$300.00
Test				\$0.00
	1) TOTAL OTHER DIRECT COSTS			\$700.00

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

Subconsultant 1: Siegfried	\$0.00
Subconsultant 2: GroundZone	\$0.00
Subconsultant 3:	\$0.00
Subconsultant 4:	\$0.00
m) TOTAL SUBCONSULTANTS' COSTS:	\$0.00
n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS:	\$700.00
TOTAL COST [(c) + (j) + (k) + (p)]	\$71,321.82

NOTES:

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

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

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

Direct Labor Subtotal per Cost Proposal \$29,030.82	Total Hours per Cost Proposal 591	=	Avg Hourly Rate \$49.12	5 Year Contract Duration Year 1 Avg Hourly Rate
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2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$49.12	+	0%	=	\$49.12	Year 2 Avg Hourly Rate
Year 2	\$49.12	+	0%	=	\$49.12	Year 3 Avg Hourly Rate
Year 3	\$49.12	+	0%	=	\$49.12	Year 4 Avg Hourly Rate
Year 4	\$49.12	+	0%	=	\$49.12	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	591.0	=	591.0	Estimated Hours Year 1
Year 2	0.00%	*	591.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	591.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	591.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	591.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	591.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$49.12	*	591	=	\$29,030.82	Estimated Hours Year 1
Year 2	\$49.12	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$49.12	*	0	=	\$0.00	Estimated Hours Year 3
	Total Direct Labor Cost with Escalation			=	\$29,030.82	
	Direct Labor Subtotal before Escalation			=	\$29,030.82	
	Estimated total of Direct Labor Salary Increase			=	\$0.00	Transfer to Page 1

NOTES:

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

Certification of Direct Costs:

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


1. Generally Accepted Accounting Principals (GAAP)
2. Terms and conditions of the contract

- 3. Title 23 United States Code Section 112 - Letting of Contract
- 4. 48 Code of Federal Regulations Part 31 - Contract Cost Principals and Procedures
- 5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
- 6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

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

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

Prime Consultant or Subconsultant Certifying:

Name: Nayan Amin Title: President
 Signature:  Date of Certification (mm/dd/yyyy): 6/14/2018
 Email: namin@tjkm.com Phone Number: 925.463.0611
 Address: 4305 Hacienda Drive, Suite 550 Pleasanton, CA 94588

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

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

Traffic Engineering

ATTACHMENT II

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if

coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an “occurrence” basis, rather than a “claims made” basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include “Tehama County, its elected officials, officers, employees and volunteers” as an additional insured.

The certificate holder shall be “County of Tehama.”

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor’s liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that “coverage shall not be reduced or canceled without 30 days’ prior written notice certain to the County.”

Acceptability of Insurers

Contractor’s insurance shall be placed with an insurance carrier holding a current A.M. Best & Company’s rating of not less than A:VII unless otherwise acceptable to the County. The County

reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.