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

**AGREEMENT BETWEEN THE COUNTY OF  
TEHAMA AND CONSOR NORTH AMERICA, INC**

**FOR CONSTRUCTION MANAGEMENT SERVICES ON EVERGREEN  
ROAD BRIDGE REPLACEMENT PROJECT**

**FEDERAL AID PROJECT NUMBER BRLOZB-5908(025)**

**County Project Number 316581**

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## ARTICLE I INTRODUCTION

- A. This AGREEMENT 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:

**Consor North America, Inc.**

The Project Manager for the "CONSULTANT" will be **Leland Mason, P.E.**

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 **Jessica Pecha, P.E. Senior Civil Engineer.**

- B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated **January 3, 2023**. The approved CONSULTANT's Cost Proposal and Scope of Work are attached hereto (Attachment I) and incorporated by reference. If there is any conflict between the approved Cost Proposal, Scope of Work, and this AGREEMENT, this AGREEMENT shall take precedence.
- C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees, and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise, arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.

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, act as 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 (including CONSULTANT's employees) performs the services which are the subject matter of this agreement; provided always. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of LOCAL AGENCY.
- E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third-party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against LOCAL

AGENCY based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

- G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from LOCAL AGENCY under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.
- H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. 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 CONSULTANT'S REPORTS OR MEETINGS**

- A. CONSULTANT shall submit progress reports at least once a month. These reports shall be submitted at least once a month. The report should be sufficiently detailed for LOCAL AGENCY's Contract Administrator or Project Coordinator 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 or Project Coordinator, as needed, to discuss progress on the AGREEMENT.

## **ARTICLE III STATEMENT OF WORK**

### **A. CONSULTANT Services**

CONSULTANT shall provide all Construction Management Services in accordance with CalTrans Standard Practice and Procedure, as described in Scope of Work, included here in as Attachment I, which includes but is not limited to: Preconstruction Services, Construction Field Inspection and Management, Critical Path Method Schedule Review, Environmental Oversight and Permit Assistance, Materials Sampling and Testing, Labor Compliance, Survey Verification, Profilograph and Testing, and Post Construction Services. CONSULTANT shall provide all Deliverables as out-lined in Scope of Work.

### **B. Right of Way**

Not Applicable to this Agreement.

### **C. Surveys**

Construction Surveys will be performed by the Contractor. Survey verification will be performed by CONSULTANT.

### **D. Subsurface Investigations**

No subsurface investigations will be performed by the CONSULTANT. Borings or other specialized services may be performed by others under the supervision of CONSULTANT.

### **E. Local Agency Obligations**

LOCAL AGENCY will supply a “responsible in charge” person to inspect the work. LOCAL AGENCY will provide project oversight and consultation as required.

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

F. Conferences, Site Visits, Inspection of Work

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

G. Checking Shop Drawings

CONSULTANT will be required to review and/or prepare construction drawings, shop drawings and As-Built drawings as described in the SCOPE of Work in Attachment I.

H. Consultant Services During Construction

CONSULTANT will perform all services as described in Scope of Work in Attachment I

I. The extent, if any of CONSULTANT’s services during the course of construction as material testing, construction surveys. etc., are specified in the AGREEMENT together with the method of payment for such services. Documentation and Schedules

J. AGREEMENTs where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives. Deliverables and Number of Copies

K. The number of copies or documents to be furnished, such as reports, brochures, sets of plans, specifications, or Right of Way parcel maps shall be specified. Provision may be made for payment for additional copies. 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.

L. Licensing or Accreditation

Where applicable, the CONSULTANT shall maintain the appropriate license or accreditation through the life of this AGREEMENT.

M. Nondiscrimination

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).

N. Implementation of Clean Air Act and Federal Water Pollution Control Act

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 IV PERFORMANCE PERIOD

A. This agreement shall go into effect on **January 24, 2023**, contingent on approval by LOCAL AGENCY. CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY’s Contract Administrator. The AGREEMENT shall end **January 31, 2026**, unless terminated in accordance with ARTICLE VI below.

- B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

#### **ARTICLE V ALLOWABLE COSTS AND PAYMENTS**

- A. The method of payment for this AGREEMENT 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 AGREEMENT 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 AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "1" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.
- B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.
- C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of \$150,646.75. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.
- D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal. CONSULTANT will be responsible for transportation and subsistence costs in excess of State rates.
- E. 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.
- F. 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 Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.
- G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.
- H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) 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 AGREEMENT 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. The final invoice should be submitted within sixty (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  
Jessica Pecha, Senior Civil Engineer

- I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed **Two Million Five Hundred Eighty-Four Thousand Dollars and Zero Cents (\$2,584,000.00)**.
- J. 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. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by LOCAL AGENCY by virtue of any breach of this AGREEMENT by CONSULTANT, and LOCAL AGENCY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due LOCAL AGENCY from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

#### **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 or 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

#### **ARTICLE VIII RETENTION OF RECORDS/AUDIT**

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the

AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

#### **ARTICLE IX AUDIT REVIEW PROCEDURES**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar 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 AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, 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, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator 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 AGREEMENT 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, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
  - 1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Government Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
  - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
  - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
  3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
  4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

## **ARTICLE X SUBCONTRACTING**

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between LOCAL AGENCY and any Subconsultant(s), and no subagreement 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 CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that, which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within fifteen (15) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.
- E. Any substitution of Subconsultant(s) must be approved in writing by LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.
- F. Prompt Progress Payment  
CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the

extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

**G. Prompt Payment of Withheld Funds to Subconsultants**

No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

**ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES**

- 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 five thousand dollars (\$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 approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased as a result of this AGREEMENT is subject to the following:
  - 1. 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 five thousand dollars (\$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 AGREEMENT, or if the AGREEMENT 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. Regulation 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

## ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
  1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
    - a. The information contained in the payroll record is true and correct.
    - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
  2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
    - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
    - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
    - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL

AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
  4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
  5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
  6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.
- F. Penalty
1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
  2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
  3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
  4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that

failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:

- a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
  - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
  - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
  - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
  6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

#### G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

#### H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

### **ARTICLE XIII CONFLICT OF INTEREST**

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.
- C. The 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 AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

### **ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

CONSULTANT warrants that this AGREEMENT 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 AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from the AGREEMENT 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**

If AGREEMENT exceeds \$150,000:

- A. The 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 the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, 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 or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the 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 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

- C. The 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 subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

#### **ARTICLE XVI NON-DISCRIMINATION CLAUSE AND 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 AGREEMENT, CONSULTANT and its Subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.. CONSULTANT and Subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and Subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.), the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.), and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. 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.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan,

CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

#### **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 the 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:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
  2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
  3. Does not have a proposed debarment pending; and
  4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. 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 U.S. General Services Administration are to be determined by the Federal Highway Administration.

#### **ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

- A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is CONSULTANT's responsibility to verify that the DBE firm is certified as DBE at date of proposal opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found at [dot.ca.gov/programs/civil-rights/dbe-search](http://dot.ca.gov/programs/civil-rights/dbe-search).

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTS who enter into a federally funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

- B. **The goal for DBE participation for this AGREEMENT is 11.0%.** Participation by DBE CONSULTANT or Subconsultants shall be in accordance with information contained in the CONSULTANT Contract DBE Commitment (LAPM Exhibit 10-O2) attached hereto and incorporated as part of the AGREEMENT (Attachment I, as applicable). 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. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit LAPM Exhibit 15-H: *DBE Information – Good Faith Efforts* to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient 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 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments
- (2) Assessing sanctions
- (3) Liquidated damages; and/or
- (4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Substitution of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid.

The LOCAL AGENCY authorizes a request to use other forces or sources of materials if CONSULTANT shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.

4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise CONSULTANT and the LOCAL AGENCY of the reasons why the use of other forces or sources of materials should not occur.

CONSULTANT's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from CONSULTANT to the DBE regarding the request.
3. Notices from the DBEs to CONSULTANT regarding the request.

If a listed DBE is terminated or substituted, CONSULTANT must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

#### F. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
  - Name and business address of each 1st-tier subconsultant
  - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
  - Date of payment and total amount paid to each business (see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete a

Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold \$10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

- G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.
- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. 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 CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, 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 AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.
- L. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to [business.support.unit@dot.ca.gov](mailto:business.support.unit@dot.ca.gov) with a copy to the Agency.
- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

## **ARTICLE XIX INSURANCE**

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

## **ARTICLE XX FUNDING REQUIREMENTS**

- A. It is mutually understood between the parties that this AGREEMENT 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 AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT 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 AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to void the AGREEMENT under the thirty (30) day termination clause pursuant to Article VI, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

## **ARTICLE XXI CHANGE IN TERMS**

- A. This AGREEMENT 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 key personnel, as listed in the approved Cost Proposal, which is a part of this AGREEMENT, without prior written approval by LOCAL AGENCY's Contract Administrator.

## **ARTICLE XXII CONTINGENT FEE**

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT 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 AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

## **ARTICLE XXIII DISPUTES**

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT 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 thirty (30) days after completion of all work under the AGREEMENT, 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 AGREEMENT.

## **ARTICLE XXIV INSPECTION OF WORK**

CONSULTANT and any SUBCONSULTANT shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

## **ARTICLE XXV 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 Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

## **ARTICLE XXVI OWNERSHIP OF DATA**

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of LOCAL AGENCY, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, LOCAL AGENCY shall be entitled to, and CONSULTANT shall deliver to LOCAL AGENCY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to LOCAL AGENCY which is in CONSULTANT's possession. CONSULTANT shall furnish LOCAL AGENCY all necessary copies of data needed to complete the review and approval process. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by LOCAL AGENCY.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of LOCAL AGENCY without restriction or limitation upon its use or dissemination by LOCAL AGENCY.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this AGREEMENT. Any reuse by LOCAL AGENCY for another project or project location shall be at LOCAL AGENCY's sole risk.
- 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 AGREEMENT.
- 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 AGREEMENT 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 AGREEMENT, 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 AGREEMENT, 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 AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, 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 AGREEMENT 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 AGREEMENT record.

## **ARTICLE XXXI PROMPT PAYMENT FROM THE LOCAL AGENCY TO CONSULTANT**

The LOCAL AGENCY shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the LOCAL AGENCY shall act in accordance with both of the following:

- (1) Each payment request shall be reviewed by the LOCAL AGENCY as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
- (2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to CONSULTANT as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

## **ARTICLE XXXII TITLE VI ASSURANCES**

### **APPENDICES A -E of the TITLE VI ASSURANCES**

The [U.S. Department of Transportation Order No.1050.2A](#) requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if applicable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a LOCAL AGENCY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the LOCAL AGENCY with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

### **APPENDIX A**

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - i) withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - ii) cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

## **APPENDIX B CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

**NOW THEREFORE**, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

## (HABENDUM CLAUSE)

**TO HAVE AND TO HOLD** said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\* (\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

### APPENDIX C

#### **CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
  1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

#### **APPENDIX D CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THEACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

#### **APPENDIX E**

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the “CONSULTANT”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

##### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- • The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**ARTICLE XXXIII NOTIFICATION**

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

CONSULTANT:           Conzor North America, Inc.  
                               Leland Mason PE, Project Manager  
                               11017 Cobblerock Drive, Suite 100  
                               Rancho Cordova, CA 95670  
                               (916) 368-9181

LOCAL AGENCY:       Tehama County Public Works  
                               Jessica Pecha PE, Contract Administrator  
                               9380 San Benito Avenue  
                               Gerber, CA 96035

**ARTICLE XXXIV CONTRACT**

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT 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 AGREEMENT as evidenced by the signatures below.

**ARTICLE XXXV 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

DocuSigned by:  
*James N. Simon, P.E.* \_\_\_\_\_  
BFBAE367F2D04D4...  
Director of Public Works

Date: 1/26/2023 | 6:40:16 PM EST

Conсор North America, Inc

DocuSigned by:  
*Mike Johnson* \_\_\_\_\_  
2962283EB9F04E1...  
Principal-In-Charge

Date: 1/26/2023 | 6:29:49 PM EST

## SCOPE OF WORK

The following Scope of Work identifies the items of work, the order in which they may occur, and how they will be addressed during the construction of the Evergreen Road Bridge Replacement Project.

This Work Plan is based on Consor's current understanding of the project and the following assumptions:

- The CONTRACTOR will take no more than 400 working days to complete the project. Construction of the proposed project would last approximately nineteen months during two construction seasons, with a winter suspension in-between, from Winter/Spring 2023 to Summer/Fall 2024.
- In-water work activities in Cottonwood Creek will be conducted during two discreet periods: The first in-water work period would include constructing bridge foundations and last from June 15 through October 15, 2023; the second in-water work period would include constructing bridge superstructure and last from June 15 through October 15, 2024.
- The CONTRACTOR will be working normal shifts throughout the project and no overtime is anticipated.
- The CONTRACTOR will provide all construction staking and layout for the project.
- The CONTRACTOR will provide a project biologist for environmental monitoring.
- The CONTRACTOR will provide roadway profiling in conformance with standard specifications.
- Consor assumes that the CONTRACTOR is experienced with this type of work and will diligently pursue timely completion of the project.
- The COUNTY will provide access to Virtual Project Manager (VPM) to track and manage projects. Consor will utilize this program for (as appropriate): project documents, task management, change orders, transmittals, submittals, RFIs, Utilities, daily logs, project contacts, timecards, payments, and storm water (SWPPP).
- Consor will lease a temporary office near the project site.

Consor assumes a basis for project staffing levels as shown in our attached Project Staffing Chart for Tasks 1 through 9. Our level of effort depends on the Contractor's operation and ability to meet the anticipated schedule and contract requirements.

- Task 1 - Consor's level of effort for pre-construction activities is estimated at up to 131 hours.
- Quincy will provide oversight, administration, and inspection (Task 2) of the following activities:
  - New bridge construction (Cottonwood Creek Bridge and ACID Canal Bridge),
  - Roadway construction and staging, including embankment, base and paving, drainage, and rock slope protection, etc.
  - Existing bridge demolition and road removal (when no longer needed).
- Task 2A - Consor's level of effort for construction engineering, contract management, and construction inspection activities is estimated at up to 6,876 hours.
- Task 2B - As subconsultant to Consor, Webster Engineering (Webster) will provide office engineering, labor compliance reviews, and supplemental inspection, as requested. Webster's estimated effort for these activities is estimated at up to \$339,729.28.
- Task 3 - As subconsultant to Consor, Webster Engineering (Webster) will provide CPM schedule review, as requested. Webster's estimated effort for these activities is estimated at up to \$12,154.45.
- Task 4A - As subconsultant to Consor, Area West Environmental (AWE) will provide environmental oversight services. AWE's estimated effort for these activities is estimated at up to \$123,370.35.
- Task 4B - As subconsultant to Consor, Illingworth & Rodkin (I&R) will provide hydroacoustic monitoring oversight services. I&R's estimated effort for these activities is estimated at up to \$27,623.18.

**TEHAMA COUNTY**  
**EVERGREEN ROAD BRIDGE REPLACEMENT PROJECT**

- Task 5 - As subconsultant to Consor, Pavement Engineering, Inc. (PEI) will provide materials sampling and testing services. PEI's estimated effort for these activities is estimated at up to \$161,003.41.
- Task 6 - As subconsultant to Consor, Webster Engineering (Webster) will provide labor compliance reviews, as requested. Webster's estimated effort for these activities is estimated at up to \$37,207.50.
- Task 7 - As subconsultant to Consor, UNICO Engineering (UNICO) will provide survey verification, as requested. UNICO's estimated effort for these activities is estimated at up to \$42,638.48.
- Task 8 - As subconsultant to Consor, JRG Profile (JRG) will provide bridge profilograph, as requested. JRG's estimated effort for these activities is estimated at up to \$5,100.00.
- Task 9 - Consor's level of effort for post-construction activities is estimated at up to 195 hours.

The following are the activities we will employ by task:

**Task 1: Pre-Construction Services**

Consor staff will perform the following, as required:

- Thoroughly review the plans, specifications, RE pending file, PLACs, environmental documents, and other applicable documents. It is important to identify potential or anticipated problem areas early in the contract.
- Prepare and conduct a coordination meeting(s) with the County, County's Engineering Designer of Record (EOR), and other affected agencies and stakeholders to review project information.
- Prepare and conduct a pre-construction conference with the Contractor, subcontractors, County officials, and other involved parties. Topics of discussion will include labor compliance, equal employment opportunity, record keeping, State and Federal safety laws, DBE involvement, use of local businesses and subcontractors, environmental requirements including Storm Water Pollution Prevention, utility issues, traffic control issues, safety problems, etc. A major goal at this meeting, besides dissemination of data, is to establish a cooperative attitude between the Construction Management (CM) field staff, County staff, and the Contractor. It is critical that all parties work as a Team.
- Prepare an internal construction management Quality Control Plan (QCP) plan. The plan will include general project authority, communications, and project documentation guidelines.
- Prepare a survey quality assurance program for inclusion in the CMP.
- Prepare a project specific Construction Management Plan (QMP) plan. CMP shall describe the level of effort anticipated to be maintained by CM and inspectors for the various activities during the construction period and project closeout. CMP shall describe all deliverables and time for periodic reports. At a minimum, CMP shall include the following sections:
  - Project Organization
  - Meetings
  - Communications Management
  - Preparation of Management Reports
  - Clarifications and Contract Interpretations of Specifications
  - Submittals/Shop Drawings
  - Design Modifications
  - Change Orders
  - Schedule Management
  - Claims Management and Resolution
  - Testing and Testing Documentation
  - Progress Pay Estimate Preparation
  - Inspection and Inspection Reporting
  - Defective Work Correction
  - Record Drawings
  - Complaint & Community Relations Procedures
  - Safety
  - Photo/Video Documentation
  - Certified Payroll Review
  - Special Inspections
  - Other Tasks

- Create project records files based on the 63-Category Filing System in the Caltrans Construction Manual that will be passed onto the County once the project is completed. Maintain the project records on a regular basis such that the records are organized and complete. The County is providing Virtual Project Manager (VPM) to track and manage projects. Consor will utilize this program for (as appropriate): project documents, task management, change orders, transmittals, submittals, RFIs, Utilities, daily logs, project contacts, timecards, payments, and storm water (SWPPP).
- Establish a photo and video record for the project site to document pre-construction conditions.
- Establish initial list of anticipated Contractor submittals.

**Deliverables**

- ✓ Quality Control Plan
- ✓ Construction Management Plan
- ✓ Pre-Construction Meeting notice, agenda, handouts/exhibits, and minutes
- ✓ List of anticipated contractor submittals

**Task 2: Construction****Task 2A: Construction Engineering, Contract Management, and Construction Inspection**

Consor staff will perform the following Construction Engineering, Contract Management, and Construction Inspection, as required:

- Establish and maintain project control including:
  - On-site organization;
  - Internal and external lines of communication and authority; and
  - Procedures for coordinating with the County, EOR, Contractor, subconsultants, and other stakeholders.
- Verify Contractor enforcement of safety and health standards for construction activities. Regularly attend Contractor tailgate safety meetings. Perform periodic construction site safety reviews. Report accidents to appropriate authorities promptly. It is understood that County's Contractor is responsible for the project's safety at all times throughout the contract.
- Prepare and conduct regular (weekly or semi-weekly, as needed) progress meetings with the Contractor and County staff to discuss ongoing construction activities, job progress, scheduling, and other important issues. Prepare minutes and distribute to attendees promptly.
- Coordinate with permitting and resource agencies; anticipated to include:
  - US Army Corp of Engineers,
  - Regional Water Quality Board,
  - Central Valley Flood Protection Board
  - US Fish & Wildlife,
  - California Department of Fish and Wildlife,
  - National Marine Fisheries Service.
- Coordinate cooperation with Caltrans, public utilities, adjacent property owners, and the general public. Assist the County in conducting public outreach as deemed necessary through various sources, including the County's website, local newspaper, broadcast media communication, or phone messaging.
- Review for authorization of Contractor-developed submittals such as: staging, Traffic Handling Plan, hazardous materials handling and disposal, project shop drawings, demolition plans, and material submittals. Verify that material submittals comply with the Buy America, as needed. Contractor-developed submittals requiring review and approval by others, i.e. the EOR, will be forwarded as appropriate.

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- Process Contractor-developed Requests for Information (RFI) internally, to the County, or to the EOR, as appropriate, and in a timely manner. Copies of RFI correspondence that may result in a Change Order, including initial requests and subsequent responses, will be flagged.
- Develop and maintain logs for transmittals, submittals, RFI's, change orders, survey requests, and disputes for tracking timely and efficient processing and responses.
- Perform ongoing observation of job site construction work and notify County personnel in advance of any significant activities to permit their participation.
- Prepare a staffing plan for County review and approval. Update as required.
- Coordinate and observe utility work by utility companies, if needed, (not part of the Contractor's responsibility) for compliance with project documents.
- Prepare and send Weekly Statement of Working Days to the Contractor.
- Prepare other daily, weekly, and monthly reports as requested by the County.
- Provide daily observation of the Contractor's work with appropriately trained and qualified field staff to verify that the work substantially complies with the contract documents and accept or reject the Contractor's work as applicable. Field staff to be comprised of the Resident Engineer, Structure Representative, Construction Inspector, material inspectors/ testers, and other appropriate staff as needed.
- Provide bridge construction engineering and calculations such as verification of bridge and roadway grades, falsework independent check, camber strips, and bridge deck dowel grades.
- Prepare calculations, monitor, and record results of bridge prestressing/post-tensioning.
- Prepare daily inspection reports. Daily records will contain progress of the project, weather history, Contractor's activities, the number of workers on site, quantification/measurement of work installed, problems encountered, relevant conversations, conflicts and resolutions, and other relevant information, as needed.
- Take photographs daily during the construction to document Contractor activities, barricade placement, disputed work items, rejected, replaced, or removed items, completed work, and extra work.
- With the assistance of the County and the EOR, interpret plans and specifications. If further design work or modifications to the contract documents are required, assist in directing the modifications and provide an appropriate contract change order for authorization by the County.
- Notify the County immediately of any errors or omissions in the contract documents and coordinate corrections with the EOR.
- Prepare Contractor progress payment applications including computing and field verifying pay quantities pursuant to the Caltrans process.
  - Progress payments shall reflect authorized and approved extra work (i.e. Contract Change Order) on a monthly basis.
  - Track construction quantities on a daily, weekly, or monthly basis, as appropriate.
  - Source documents (i.e. quantity calculations, delivery tags, field release forms, Certificate of Compliance, etc.) will be tracked and be the basis for pay quantities.
  - Segregate construction costs into separate funding streams (i.e. HBP, STIP, etc.) as requested.
- Prepare change orders for authorization by the County. Review Contractor requests for extra work and provide recommendations to the County. Negotiate extra work with the Contractor while always keeping the County involved. Prepare estimates for extra work to support change order costs.
- Maintain daily extra work bills, quantity measurements, or such other information as is necessary to document the payment to the Contractor for the extra work completed as unit cost, lump sum, or force account.

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- Maintain a spreadsheet of construction costs and contingency balances and update as needed (monthly, and/or after issuing a change order, as appropriate).
- If the Contractor submits a potential claim or other dispute, Consor will immediately notify the County. In cooperation with the County, Consor will evaluate and work with the Contractor to resolve the issue in the field and assist the County to resolve claims and disputes to minimize impacts to the project prior to post-construction.
- Maintain a set of red-line plans to be provided to the County for “As-built” plans. Note all changes to this set as they occur.
- Attend a project walk through with County and Contractor personnel to establish a “punch list” of items of work that are not satisfactory. Provide milestone “punch lists” at completion of the various work stages and/or item completion, as needed.
- Attend a final project walk-through with County and Contractor personnel to determine that all “punch list” items of work have been completed.

**Task 2B: Office Engineering and Supplemental Inspection**

Office engineering will be performed by subconsultant, Webster Engineering.

- Webster will assist Consor with administrative duties such as drafting and processing correspondence, change orders, progress payment applications, logging submittals and RFI's, and perform other administrative, as needed.

**Deliverables**

- ✓ Status meeting notices, agendas, handouts/exhibits, and minutes
- ✓ Project schedules and project master files
- ✓ Daily work diaries
- ✓ Daily, weekly, monthly, etc. reports
- ✓ Negotiate and prepare contract change orders
- ✓ Prepare monthly quantities and progress payments
- ✓ Review contractor submittals, work plans, etc.
- ✓ Record of as-built changes for final as-built drawings
- ✓ Punch lists

**Task 3: CPM Schedule Review**

CPM Schedule review will be performed by subconsultant, Webster Engineering, using Primavera software.

Webster will assist Consor with review, monitoring, and documenting changes to the Contractor's baseline Critical Path Method schedule and subsequent monthly schedule updates for critical path activities. Webster will:

- Review the Contractor's Baseline CPM Schedule and prepare a review report. Assuming one revision, review the Contractor's revised Baseline CPM Schedule and prepare a review report.
- Review the Contractor monthly schedule updates for critical path activities to monitor and document changes to the Contractor's schedule such as: identifying work not started or incomplete and providing recommendations on corrective measures to meet schedule deadlines and prepare a review report.
- Participate, as requested, in conference calls to review schedule review findings.
- As part of change order development and execution, assist with review of Contractor prepared Time Impact Analysis (TIA) and use as the basis of the record of contract time and extensions.

**Deliverables**

- ✓ CPM baseline schedule review comments
- ✓ CPM monthly update schedule review comments
- ✓ TIA schedule review comments

#### **Task 4: Environmental Oversight and Permit Assistance**

The Contractor will provide environmental monitoring for the project.

Oversight of the monitors will be performed by Consor's Resident Engineer and subconsultant Area West Environmental (AWE).

##### **Task 4A: Environmental/Permit Oversight**

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

An Area West Environmental, Inc. (AWE) biologist will attend the project kick-off meeting.

###### **Terrestrial Biology and SWPPP Oversight**

AWE will review the contractor supplied biologist's resumes prior to submittal to regulatory agencies for approval and will submit the resumes for approval.

AWE will review biological and SWPPP report submittals and provide comments.

AWE will also attend one Worker Environmental Awareness Training presented by the contractor supplied biologist each construction year and conduct up to two site visits per month during active construction to review the contractor's implementation of the SWPPP and biological resource avoidance measures.

AWE will review weather reports and identify when the contractor's SWPPP compliance manager should complete site visits.

AWE will prepare a biological and environmental monitoring plan, conduct agency notifications for start of work and completion of work, coordinate with regulatory agency staff as-needed, and submit the contractor- supplied biologists permit-required reports to appropriate regulatory agencies.

AWE will also prepare and complete a permit compliance/environmental commitment record to support documenting the project's compliance with all environmental requirements.

AWE will be available to assist the County with cultural resource coordination.

###### **Assumptions**

- AWE will attend one (1) kick-off meeting.
- AWE assumes there will be up to 22 site visits, up to 40 hours for internal team and agency coordination, and up to 60 hours for cultural resource coordination.
- AWE assume that no paleontological oversight required
- AWE assumes that the project will be completed within 2 calendar years.

##### **Task 4B: Hydroacoustic Monitoring Oversight**

Hydroacoustic Monitoring Oversight of the Contractor will be performed by subconsultant, Illingworth & Rodkin (I&R).

- I&R, a NMFS permit agency recognized expert in hydroacoustic monitoring, will assist Consor with review of contractor work plans and oversight of field operations, as needed.

###### **Deliverables**

- ✓ Biological and Environmental Monitoring Plan
- ✓ Permit Compliance/Environmental Commitment Record
- ✓ Site visit reports
- ✓ Review comments on Contractor qualification/resume submittals

#### **Task 5: Materials Sampling and Testing**

Materials sampling and testing will be performed by subconsultant, Pavement Engineering, Inc. (PEI).

- PEI will perform sampling and materials testing per the project specifications and the County's Quality Assurance Program. Typical tests include:
  - Soil compaction testing
  - Soil gradation, Cleanliness Value, and Sand Equivalent for embankment, structure backfill, and aggregate base
  - Rebar testing (mechanical and/or welded splices)

- Concrete and HMA field sampling and testing
- Concrete Compressive Strength
- Aggregate gradation, Cleanness Value, Sand Equivalent, and LA Rattler for concrete and HMA
- Batch plant inspections for HMA and Concrete
- Consor staff will coordinate timely testing and determination of correct testing methods and procedures for bridge and roadway work. Consor will also accept or reject materials based on test results.
- Consor will maintain logs for materials sampling and testing results.
- Consor will maintain logs for materials accepted by Certificate of Compliance.

**Deliverables**

- ✓ Materials test reports

**Task 6: Labor Compliance**

Labor compliance will be performed by subconsultant, Webster Engineering.

- Webster will assist Consor with labor compliance duties enforcing the contract requirements as they pertain to Labor Compliance, Equal Employment Opportunity, Prevailing Wage, and Disadvantaged Business Enterprise according to Caltrans Local Assistance Procedures, as needed, to verify compliance with all State and Federal laws.
- Webster will perform periodic reviews of the Contractor payroll records for labor compliance including:
  - Monitoring and auditing certified payrolls of the Contractor's and subcontractor's personnel for prevailing wages,
  - Review field labor compliance and EEO interviews (interviews may be performed by Consor field staff), and
  - Monitoring Contractor apprenticeship programs.

**Deliverables**

- ✓ Labor compliance review documents

**Task 7: Survey Verification**

The Contractor will provide all construction staking for the project. Survey verification will be performed by Consor's subconsultant, UNICO. UNICO will verify critical layouts and elevations as requested. Typical verification includes:

- Survey Control
- Right-of-Way and Temporary Construction Easements (TCE's)
- Bridge Abutment, Pier, and Deck Layouts
- Roadway Staking
- Other locations as required

**Deliverables**

- ✓ Survey notes and data

**Task 8: Profilograph**

Profilograph will be performed by Consor's subcontractor, JRG Profile (JRG). JRG will verify using a profilograph in accordance with California Test Method and Caltrans' Bridge Deck Construction Manual.

**Deliverables**

- ✓ Profilograph traces

**Task 9: Post-Construction Services**

Consor staff will perform the following as required during this task:

**TEHAMA COUNTY**  
**EVERGREEN ROAD BRIDGE REPLACEMENT PROJECT**

- Perform final observation of the project upon completion to confirm substantial conformity with contract documents.
- Compute the final quantities and prepare the final estimate of cost.
- Determine quantity over-runs and under-runs and provide explanation of each, as needed.
- Prepare the Proposed Final Estimate for Contractor agreement.
- Draft and assemble the Final Report of Expenditures, including Change Order Summary, Liquidated Damages/Contractors' Claims Report, Materials Certificate, Report of Completion of Structures, DBE exhibits 17-F and 17-O (to be provided by the Contractor) and such other forms and reports as may be required for the County to complete and provide to Caltrans.
- Finalize black-line as-built plans for use by the Design Engineer to develop "Final As-built" drawings.
- Resolution of Contract Claims: Assist the County to resolve claims and disputes to minimize impacts to the project. If a potential claim cannot be resolved during the construction phase, it becomes a claim. If the claim cannot be immediately resolved, Consor will recommend alternative actions to the County for consideration.

*Due to the nature of Contract Claims and Dispute Resolution and the difficulty in estimating the scope and effort required (before construction activities have begun), and if possible, within the allocated administration and inspection budget, we will assist the County in resolving the claims and disputes. In the event that additional effort, beyond the scope of day-to-day administration and inspection operations is required, a contract amendment for this additional budget will be requested.*

**Deliverables**

- ✓ Final quantities
- ✓ Explanation of quantity under/over-runs, as needed
- ✓ Proposed final estimate
- ✓ Draft Final Report of Expenditures (County to complete and submit)
- ✓ Record as-built changes for final as-built drawings
- ✓ Hard copy project records ready for archiving
- ✓ Virtual Project Manager copy of electronic records ready for archiving

**Assumption: Apprentice Inspectors**

Due to apprenticeship requirements by the California Department of Industrial Relations (CA DIR), prevailing wage eligible projects must notify and register with CA DIR and solicit apprentice inspectors from training programs. Response by apprentices for inclusion on projects has been historically low, however, if an apprentice responds to the solicitation, they must be hired on the spot and provided training as part of the project.

Due to the difficulty in estimating the probability and effort required, we will incorporate the apprentice inspector, if possible, within the allocated administration and inspection budget. However, if additional budget is required, a contract amendment for additional budget will be requested.

Proposed Project Staffing Plan (Rev 1)

Tehama County | CM Services for Evergreen Road Bridge Replacement Project | Two Seasons



Task Description	Working Days	2023												2024												2025			Person Hours
		Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	
<b>Pre-Construction Services</b>	~1 Mo.																												
<b>Construction</b>	<b>400</b>																												
Tree Removal																													
Clear & Grub																													
ACID Siphon																													
Roadway (Mainline except tie ins)																													
ACID Bridge																													
Creek Bridge (Abutments, & Piers)																													
Winter Suspension																													
Creek Bridge (Superstructure)																													
Roadway Improvement (tie-ins)																													
<b>Post-Construction Services</b>	~4 Mo.																												
<b>Responsibility/Role</b>	<b>Staff</b>																												
Principal In Charge	Hagerty	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	26
Construction Manager	Mason	8	32	32	32	32	32	32	32	32	32	32	4	4	4	4	32	32	32	32	32	32	32	32	8	8	8	8	632
Resident Engineer	Theran	80	160	160	160	160	160	160	160	160	160	160	40	40	40	40	80	80	80	80	160	160	160	160	80	40	40	20	2,980
Structure Representative/Bridge Inspector	Elkins	40			160	160	160	160	160	160							160	160	160	160	160				20	20			1,840
CIPP Oversight/Inspection	Clouser		40	80																									120
Road Inspector	TBD						160	160	160	160	160	80									160	160	160	160					1,520
Office Engineer	CONSOR	2	4	4	4	4	4	4	4	4	4	4	2				4	4	4	4	4	4	4	4	4	4	4	4	84
Office Engineer/Supp. Inspector	LaChance	40	40	160	160	160	160	160	160	160	160	160					160	160	160	160	160	160	160	160	160	80	80	80	3,200
Labor Compliance	Webster			10	10	10	10	10	10	10	10	10	10				10	10	10	10	10	10	10	10	10	10	10	10	200
CPM Schedule	Barnes		4	4	4	4	4	4	4	4	4	4					2	4	4	4	4	4	4	4					70
Environmental Oversight/Permit Assistance	AWE	40	52	36	36	36	36	36	36	36	36	36	8	8	8	8	36	36	36	36	36	36	36	36	36	16	16	10	814
Hydroacoustic	I&R					25	80	80	10																				195
Survey Verification	UNICO		48		24		24		24								24		24		24		24						216
Material Sampling & Testing	PEI		16	25	40	40	40	40	40	40	40	40					40	40	40	40	40	40	40	40					681
		<b>211</b>	<b>397</b>	<b>512</b>	<b>631</b>	<b>632</b>	<b>871</b>	<b>847</b>	<b>801</b>	<b>767</b>	<b>607</b>	<b>527</b>	<b>65</b>	<b>53</b>	<b>53</b>	<b>53</b>	<b>549</b>	<b>527</b>	<b>551</b>	<b>527</b>	<b>791</b>	<b>607</b>	<b>631</b>	<b>607</b>	<b>319</b>	<b>179</b>	<b>145</b>	<b>118</b>	<b>12,578</b>

**COST PROPOSAL 1**  
**Cost-Plus-Fixed Fee or Lump Sum OR Firm Fixed Price Contracts**  
 (Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

Prime Consultant     Subconsultant     2nd Tier Subconsultant

Consultant Conсор  
 Tehama Co - Evergreen  
 Project No. Road Bridge CM Contract No. TBD Date 12/22/2022  
**DIRECT LABOR**

Classification/Title	Key Staff	Name	Hours	Range	Initial Hourly Rate	Total
Principal Engineer	*	Mike Hagerty	26	\$80-\$120	\$98.00	\$ 2,548.00
Construction Manager **		Nick Clouser	120	\$65-\$100	\$88.50	\$ 10,620.00
Construction Manager **	*	Leland Mason	632	\$65-\$100	\$88.55	\$ 55,963.60
Resident Engineer **	*	Kerry Theran	2980	\$60-\$100	\$88.23	\$ 262,925.40
Structure Representative **	*	Steve Elkins	1840	\$60-\$100	\$75.00	\$ 138,000.00
Construction Inspector (Grp 1) **		Staff		\$50-\$100	\$59.33	\$ -
Construction Inspector (Grp 2) **		Staff	1520	\$48-\$98	\$59.33	\$ 90,181.60
Senior Engineer		Staff		\$60-\$100	\$85.00	\$ -
Associate Engineer		Staff		\$40-\$80	\$60.00	\$ -
Engineering Designer I		Staff		\$30-\$50	\$45.00	\$ -
Engineering Designer II		Staff		\$36-\$66	\$50.00	\$ -
Project Manager Assistant		Staff		\$40-\$65	\$60.00	\$ -
Office Engineer		Staff	84	\$40-\$65	\$60.00	\$ 5,040.00
Survey Manager		Staff		\$60-\$90	\$84.00	\$ -
Project Surveyor **		Staff		\$40-\$70	\$50.00	\$ -
subtotal			7202		subtotal	\$ 565,278.60

**LABOR COSTS**

a) Subtotal Direct Labor Costs \$ 565,278.60  
 b) Anticipated Salary Increases \$ 14,131.97  
**c) Total Direct Labor Costs [(a) + (b)] \$ 579,410.57**

**INDIRECT COSTS**

d) Fringe Benefits Rate: 39.00% ) e) Total Fringe Benefits [(c) x (d)] \$ 225,970.12  
 f) Overhead (Rate: 121.00% ) g) Overhead [(c) x (f)] \$ 701,086.78  
 h) General and Administrative (Rate: 0.00% ) i) Gen & Admin [(c) x (h)] \$ -  
**j) Total Indirect Costs [(e) + (g) + (i)] \$ 927,056.90**

**FIXED FEE**

k) **TOTAL FIXED FEE [(c) + (j)]\* fixed fee 10% ] \$ 150,646.75**

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

Description of Item	Quantity	Unit	Unit Cost	Total
Per Diem - Construction Manager	10	Days	\$120.00	\$ 1,200.00
Per Diem - Resident Engineer	350	Days	\$120.00	\$ 42,000.00
Per Diem - Structure Representative	220	Days	\$120.00	\$ 26,400.00
Per Diem - Construction Inspector	190	Days	\$120.00	\$ 22,800.00
Prevailing Wage Differential		Actual		\$ 44,000.00
Construction Office	20	Mo.	\$2,000.00	\$ 40,000.00
Mileage	0	Mi.	\$0.625	\$ -
Miscellaneous Field Supplies		Actual		\$ 1,311.13
Reproduction		Actual		\$ 300.00
Profilograph - Jamie Gunderson/JRG Profile	1	LS	\$5,100.00	\$ 5,100.00

**l) TOTAL OTHER DIRECT COSTS \$ 183,111.13**

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

Subconsultant 1:	Area West Environmental, Inc.	\$ 123,370.35
Subconsultant 2:	Pavement Engineering, Inc.	\$ 161,003.41
Subconsultant 3:	Webster Engineering, Inc.	\$ 389,091.23
Subconsultant 4:	Illingworth & Rodkin, Inc.	\$ 27,671.18
Subconsultant 5:	UNICO Engineering, Inc.	\$ 42,638.48

**(m) TOTAL SUBCONSULTANTS' COSTS \$ 743,774.65**

**(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 926,885.78**

**TOTAL COST [(c) + (j) + (k) + (n)] \$ 2,584,000.00**

**NOTES:**

- Key Personnel **must** be marked with an asterisk (\*) and employees that are object to prevailing wage must be marked with two asterisks (\*\*). All costs must comply with the Federal costs principles. 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 excepted by Caltrans.
- Anticipated salary increases calculation must accompany.

## Cost Proposal

Project Number: OP C221371CA		Project Name: Tehama County - Evergreen Road Bridge CM								
TASKS	Principal Engineer	Construction Manager	Resident Engineer **	Structure Representative **	Construction Manager	Construction Inspector, Group 2 **	Office Engineer	Consor Total Hours	Subconsultants	
	MBH	NLM	JKT	SE	NC	CIG2	STOE			
<b>Construction Administration &amp; Inspection</b>										
<b>1</b>	Pre Construction (Conсор)	1	8	80	40		2	131		
<b>2A</b>	Construction (Conсор)	24	592	2780	1760	120	1520	80	6876	
<b>2B</b>	Construction (Webster)							0	\$ 339,729.28	
<b>3</b>	CPM Schedule Review (Webster)							0	\$ 12,154.45	
<b>4A</b>	Environmental Oversight (AWE)							0	\$ 123,370.35	
<b>4B</b>	Hydroacoustic Monitoring Oversight (I&R)							0	\$ 27,671.18	
<b>5</b>	Materials Sampling and Testing (PEI)							0	\$ 158,843.41	
<b>6</b>	Labor Compliance (Webster)							0	\$ 37,207.50	
<b>7</b>	Survey Verification (UNICO)							0	\$ 42,638.48	
<b>8</b>	Profilograph (JRG)							0		
<b>9</b>	Post Construction (Conсор)	1	32	120	40		2	195		
<b>Subtotal- Hours</b>		<b>26</b>	<b>632</b>	<b>2980</b>	<b>1840</b>	<b>120</b>	<b>1520</b>	<b>84</b>	<b>7202</b>	<b>\$ 741,614.65</b>

** Classification Subject to Prevailing Wage									<b>Totals</b>
Prevailing Wage Differential (PWD) hourly rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.00	\$0.00	\$0.00
PWD Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,000.00	\$0.00	\$38,000.00
PWD Estimated Payroll Taxes and Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,947.00	\$0.00	\$5,947.00
									\$43,947.00
									<b>\$ 44,000.00</b>

**COST PROPOSAL 1**  
**Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts**  
 (Calculations for Anticipated Salary Increases)

Consultant \_\_\_\_\_ Consor \_\_\_\_\_ Contract No. \_\_\_\_\_ TBD \_\_\_\_\_ Date 12/22/2022

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

	Direct Labor Subtotal per Cost Proposal	/	Total Hours per Cost Proposal	=	Avg Hourly Rate	Contract Duration
Year 1 (2023)	\$ 565,278.60		7,202		\$78.49	Year 1 Avg Hourly Rate

	Avg Hourly Rate	+	Proposed Escalation	=	Avg Hourly Rate	Contract Duration
Year 1 (2023)	\$78.49		5.0%		\$82.41	Year 2 Avg Hourly Rate
Year 2 (2024)	\$82.41		5.0%		\$86.53	Year 3 Avg Hourly Rate
Year 3 (2025)	\$86.53		5.0%		\$90.86	Year 4 Avg Hourly Rate
Year 4 (2026)	\$90.86		5.0%		\$95.40	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Period	*	Total Hours per Cost Proposal	=	Total Hours per Period	Contract Duration
Year 1 (2023)	50.00%		7202		3601	Estimated Hours Year 1
Year 2 (2024)	50.00%		7202		3601	Estimated Hours Year 2
Year 3 (2025)	0.00%		7202		0	Estimated Hours Year 3
Year 4 (2026)	0.00%		7202		0	Estimated Hours Year 4
Year 5 (2027)	0.00%		7202		0	Estimated Hours Year 5
Total	100%		Total		7202	

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

	Avg Hourly Rate (calculated above)	*	Estimated Hours (calculated above)	=	Cost Per Period	Contract Duration
Year 1 (2023)	\$78.49		3601		\$282,639.30	Estimated Hours Year 1
Year 2 (2024)	\$82.41		3601		\$296,771.27	Estimated Hours Year 2
Year 3 (2025)	\$86.53		0		\$0.00	Estimated Hours Year 3
Year 4 (2026)	\$90.86		0		\$0.00	Estimated Hours Year 4
Year 5 (2027)	\$95.40		0		\$0.00	Estimated Hours Year 5

Total Direct Labor Cost with Escalation	=	\$579,410.57	
Direct Labor Subtotal before escalation	=	\$565,278.60	
Estimated total of Direct Labor Salary Increase	=	<b>\$14,131.97</b>	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 provided.

**COST PROPOSAL 1**

**Certification of Direct Costs:**

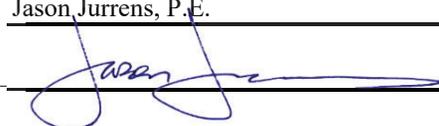
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1. Generally Accepted Accounting Principles (GAAP)
- 2. Terms and conditions of the contract
- 3. [Title 23 United States Code Section 112](#) - Letting of Contracts
- 4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- 5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service

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: Jason Jurrens, P.E. Title\*: Regional Manager  
Signature:  Date of Certification (mm/dd/yyyy): 12/22/2022  
Email: [jason.jurrens@consoreng.com](mailto:jason.jurrens@consoreng.com) Phone Number: (916) 368-9181  
Address: 11017 Cobblersrock Drive Suite 100 Rancho Cordova, CA 95670

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

List services the consultant is providing under the proposed contract:

Construction administration & inspection



**Tehama County - Evergreen Road Bridge CM**

**Year 2023 Hourly Rates**

Rates are effective January 1, 2023 through December 31, 2023

<b>Labor by Classification</b>	<b>Hourly Rate</b>
Principal Engineer	\$80 - \$120
Construction Manager	\$65 - \$100
Resident Engineer **	\$60 - \$100
Structure Representative **	\$60 - \$100
Construction Inspector (Group 1) */**	\$50 - \$100
Construction Inspector (Group 2) */**	\$48 - \$98
Construction Inspector (Group 3) */**	\$40 - \$90
Construction Inspector (Group 4) */**	\$34 - \$84
Senior Engineer	\$60 - \$100
Associate Engineer	\$40 - \$80
Engineering Designer I	\$30 - \$50
Engineering Designer II	\$36 - \$66
Project Manager Assistant	\$40 - \$65
Office Engineer	\$40 - \$65

**Surveying**

Survey Manager	\$60 - \$90
Project Surveyor */**	\$40 - \$70

<b>Overhead Rate</b>	<b>160.00%</b>
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**Other Direct Costs**

Staff Computers and Cell Phones	Included in Overhead
Staff Assigned Vehicles	Included in Overhead
Home Office	Included in Overhead
Project Specific Construction Office	Cost
Construction Office Expenses (internet, utilities, etc.)	Cost
Mileage (when not Staff Assigned Vehicles)	Current Federal Rate (\$0.625/mi.)
Other Travel and Rental Vehicles	Cost
Subconsultants	Cost
Short Term Per Diem	up to \$200 per day
Long Term Per Diem (DIR Daily Rate)	\$120 per day (no receipts required)
Prevailing Wage Differential**	Cost
Miscellaneous (field supplies, delivery, copying, etc.)	Cost

**Fee**

Labor + Overhead	10%
Other Direct Costs	0%

**Notes:**

\*Overtime rates apply to these classifications and will typically be charged at 1.5 times the hourly rate.

\*\*Prevailing Wage may apply for field duties related to construction inspection and survey services.

Labor Costs to be invoiced based on actual hourly rate plus overhead plus fee.

Other Direct Costs to be invoiced at actual cost plus fee.

The Client and Consor agree that the Indirect Cost Rate shall remain unchanged for a multi-year contract

All rates subject to an annual escalation of up to 5% per year



Cost-Plus-Fixed Fee Lump Sum Proposal for Design, Engineering and Environmental Studies

Note: Mark-ups are Not Allowed

Prime Consultant [ ] Subconsultant [x] 2nd Tier Subconsultant [ ]

Consultant: PAVEMENT ENGINEERING INC.

Project No. MP22-646 Contract No. BRLOZB-5908(025) Date 1/3/2023

Table with 7 columns: Position, Rate, Name, Hours, Hourly Rate, Total Rate, Total Cost. Includes rows for SENIOR ENGINEER, ASSISTANT ENGR/CNSTR. MGR, LABORATORY MANAGER, TECH CONCRETE, TECH HMA, TECH SOILS/AB, TECH PLANT, CLERICAL.

CR / KIB / fs f

- a) Subtotal Direct Labor Costs
b) Anticipated Salary Increases

\$ 44,992.98
\$1,124.82

CR Total (a) + (b) 4 0.226X1

Subtotal Direct Labor Costs

- d) Fringe Benefits (Rate: 22.00%)
f) Overhead (Rate: 30.00%)
h) General and Administrative (Rate: 15.00%)

e) Total Fringe Benefits [(c) x (d)] \$ 10,145.92
g) Overhead [(c) x (f)] \$ 13,835.34
i) Gen & Admin [(c) x (h)] \$ 6,917.67

Subtotal (e) + (g) + (i) 4 31,898.93

Fixed Fee

Fixed Fee [(c) + (j)]\* fixed fee 10% 4 621.00

Indirect Costs

Table with 5 columns: Description, Quantity, Unit, Rate, Total Cost. Includes rows for Mileage, PEI laboratory costs, MPE laboratory costs, Dynamic Pile Testing.

Indirect Costs (l) \$ 76,285.00

Total Proposal (m) = (CR) + (Subtotal) + (Fixed Fee) + (Indirect Costs) = 4 158,142.00

NOTES:

- 1. Key Personnel must be marked with an asterisk (\*) and employees that are object to prevailing wage must be marked with two asterisks (\*\*). All costs must comply with the Federal costs principles. Subconsultants will provide their own cost proposals.
2. 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 excepted by Caltrans.
3. Anticipated salary increases calculation must accompany.

**PROPOSED Quantity of Tests (actual tests to be billed per attached rate schedules)**

**SUB CONSULTANT MPE**

Classification/Title	No. of Tests	Cost Per Test	Total
SENIOR ENGINEERING TECHNICIAN INSPECTION REBAR & CONNECTIONS	20	\$135.00	\$ 2,700.00
REBAR TENSILE LAB	10	\$200.00	\$ 2,000.00
CONNECTIONS	20	\$410.00	\$ 8,200.00
SUBCONSULTANT TOTAL:			\$ 12,900.00

**PEI LAB  
CONCRETE LAB TESTING**

Classification/Title	No. of Tests	Cost Per Test	Total
CONCRETE CYLINDERS	250	\$35.00	\$ 8,750.00
CTM 202 COARSE GRADATION	32	\$90.00	\$ 2,880.00
CTM 202 FINE GRADATION	32	\$100.00	\$ 3,200.00
CTM 217 SAND EQUIVALENT	32	\$140.00	\$ 4,480.00
CTM 227 CLEANNESS VALUE	32	\$225.00	\$ 7,200.00
CTM 226 AGGREGATE MOISTURE	32	\$65.00	\$ 2,080.00
CONCRETE LAB SUBTOTAL:			\$ 28,590.00

**SOILS AND AGGREGATE BASE LAB TESTING**

Classification/Title	No. of Tests	Cost Per Test	Total
CTM 216 MOISTURE DENSITY CURVE SOIL AND AB	25	\$265.00	\$ 6,625.00
CTM 301 AB - R-VALUE	2	\$375.00	\$ 750.00
AB QUALIFICATION (AASHTO T27, CTM 301, AASHTO T210, AASHTO T176)	1	\$725.00	\$ 725.00
AB GRADATION COMBINED	24	\$150.00	\$ 3,600.00
AB SAND EQUIVALENT	24	\$140.00	\$ 3,360.00
SOILS AND AB SUBTOTAL:			\$ 15,060.00

**HMA LAB TESTING**

Classification/Title	No. of Tests	Cost Per Test	Total
PRODUCTION START-UP	2	\$2,750.00	\$ 5,500.00
HMA MIX TESTS	4	\$650.00	\$ 2,600.00
AASHTO T308 OIL CONTENT	4	\$190.00	\$ 760.00
AASHTO T176 SAND EQUIVALENT	4	\$140.00	\$ 560.00
AASHTO T27 COMBINED GRADATION	4	\$150.00	\$ 600.00
AASHTO T30 RAP GRADATION	4	\$190.00	\$ 760.00
AASHTO T166 CORES	24	\$45.00	\$ 1,080.00
HMA SUBTOTAL:			\$ 11,860.00

LABORATORY AND SUBCONSULTANT TOTAL: \$ 68,410.00

**Exhibit 10-H1 Cost Proposal**

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

(Calculations for Anticipated Salary Increases)

Consultant PAVEMENT ENGINEERING INC. Contract No. BRLOZB-5908(025) Date 1/3/2023

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

	Direct Labor Subtotal per Cost Proposal	/	Total Hours per Cost Proposal	=	Avg Hourly Rate	Contract Duration
	\$ 44,992.98	/	681	=	\$66.07	Year 1 Avg Hourly Rate
	Avg Hourly Rate		Proposed Escalation	=		
Year 1 (2023)	\$66.07	+	5.0%	=	\$69.37	Year 2 Avg Hourly Rate
Year 2 (2024)	\$69.37	+	5.0%	=	\$72.84	Year 3 Avg Hourly Rate
Year 3 (2025)	\$72.84	+	5.0%	=	\$76.48	Year 4 Avg Hourly Rate
Year 4 (2026)	\$76.48	+	5.0%	=	\$80.31	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Period	*	Total Hours per Cost Proposal	=	Total Hours per Period	
Year 1 (2023)	50.00%	*	681	=	340.5	Estimated Hours Year 1
Year 2 (2024)	50.00%	*	681	=	340.5	Estimated Hours Year 2
Year 3 (2025)	0.00%	*	681	=	0	Estimated Hours Year 3
Year 4 (2026)	0.00%	*	681	=	0	Estimated Hours Year 4
Year 5 (2027)	0.00%	*	681	=	0	Estimated Hours Year 5
Total	100%		Total	=	681	

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

	Avg Hourly Rate (calculated above)	*	Estimated Hours (calculated above)	=	Cost Per Period	
Year 1 (2023)	\$66.07	*	340.5	=	\$22,496.49	Estimated Hours Year 1
Year 2 (2024)	\$69.37	*	340.5	=	\$23,621.31	Estimated Hours Year 2
Year 3 (2025)	\$72.84	*	0	=	\$0.00	Estimated Hours Year 3
Year 4 (2026)	\$76.48	*	0	=	\$0.00	Estimated Hours Year 4
Year 5 (2027)	\$80.31	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$46,117.80	
Direct Labor Subtotal before escalation				=	\$44,992.98	
Estimated total of Direct Labor Salary Increase				=	<b>\$1,124.82</b>	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 provided.

**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, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service

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: William J. Long, P.E. Title\*: CEO

Signature:  Date of Certification (mm/dd/yyyy): 1/3/2023

Email: BillL@PavementEngineering.com Phone Number: (530) 604-4931

Address: 20260 Skypark Drive, Redding, CA 96002

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

List services the consultant is providing under the proposed contract:

PEI will be providing materials testing and special inspection for soils, concrete, rebar, asphalt concrete and aggregate base.

**2023/2024 Laboratory Fee Schedule**

Effective from January 1, 2023 until further notice. Field tests and QC/QA Testing provided by Quote

<b>Aggregate Testing for HMA, Soils, and Concrete</b>	ASTM	AASHTO	Caltrans	<b>Fee</b>
Sieve Analysis: Coarse and Fine with wash	C 136	T 27	202	\$150
Sieve Analysis: Coarse Only	C 136	T 27	202	\$90
Sieve Analysis: Fine Only	C 136	T 27	202	\$100
Sieve Analysis: Ignition Extraction Sample	D 5444	T 30	202-A	\$160
Sieve Analysis: Solvent Extraction Sample	D 5444	T 30	202-A	\$160
Sieve Analysis: RAP Extracted Sample	D6307 / D5444	T 308 / T 30	382 / 202	\$190
Sand Equivelant	D 2419	T 176	217	\$140
Durability: Coarse Aggregate	D 3744	T 210	229	\$260
Durability: Fine Aggregate	D 3744	T 210	229	\$200
Cleanness Value			227	\$225
Specific Gravity: Fine Aggregate	C 128	T 84	207	\$300
Specific Gravity: Coarse Aggregate	C 127	T 85	206	\$165
Specific Gravity: Apparent			208	\$150
Crushed Particles: Coarse Aggregate (One and Two Face)	D 5821	T 335	205	\$180
Crushed Particles: Fine Aggregate (One Face only)	D 5821	T 335	205	\$120
Flat and Elongated Particles	D 4791		235	\$200
Aggregate Moisture Content	C 566	T 255	226	\$65
Clay Lumps & Friable Particles	C 142			\$125
Fine Aggregate Angularity (FAA) *May require Fine Specific Gravity	C 1252	T 304	234	\$200
Organic Impurities	C 40			\$125
Abrasion Resistance LA Rattler	C 131 / 535	T 96	211	\$240
Resistance Value (R-value)	D 2844		301	\$375
Sodium Sulfate Soundness	C 88	T 104	214	\$500
Centrifuge Kerosene Equivelant: Coarse			303	\$175
Centrifuge Kerosene Equivelant: Fine			303	\$175

<b>Soils</b>	ASTM	AASHTO	Caltrans	<b>Fee</b>
Sieve Analysis: Fine Graded Soils	D 6913	T27	202	\$150
Plasticity Index *Includes Liquid and Plastic Limit	4318 / 2487	T 89 / 90	204	\$330
Liquid Limit (Atterberg Limits)	D 4318	T 89	204	\$220
Plastic Limit (Atterberg Limits)	D 4318	T 90	204	\$120
Moisture Density: Standard Proctor	D 698	T 99		\$275
Moisture Density: Modified Proctor	D 1557	T 180		\$275
Relative Compaction (California Density Tube)			216	\$265
Resistance Value (R-Value)	D 2844	T 190	301	\$375
Resistance Value (R-Value) Treated Soil or Base	D 2844	T 190	301	\$425
Sand Equivelant	D 2419	T 176	217	\$140
PH of Soils	D 4972	T 289		\$70

**2023/2024 Laboratory Fee Schedule**

Effective from January 1, 2023 until further notice. Field tests and QC/QA Testing provided by Quote

<b>Hot Mix Asphalt - Hveem Method</b>	ASTM	AASHTO	Caltrans	<b>Fee</b>
HMA Mix Tests - Complete Set with Air Voids		set	Set	\$600
HMA Mix Tests - Bulk Specific Gravity Only	1561/2726	T 247/166	304, 308	\$375
HMA Mix Tests - Stability Only	1561/1560	T 247/246	304, 366	\$375
Maximum Specific Gravity	D2041	T 209	309	\$170
Core Unit Weight - Field Specimen	D2726	T 166	308	\$40
Asphalt Content Ignition Method	D6307	T 308	382	\$190
Asphalt Content Oven Correction	D6307	T 308	382	\$500
Asphalt Binder Content - Chemical Extraction Method	D 2172		Method B	\$350
Tensile Strength Ratio (TSR) - Plant Produced	D4867	T 283	371	\$950
Tensile Strength Ratio (TSR) - Laboratory Produced	D4867	T 283	371	\$1,250

<b>Hot Mix Asphalt - Marshall Method</b>	ASTM	AASHTO	Caltrans	<b>Fee</b>
HMA Mix Tests - Complete Set with Air Voids	set	set		\$625
HMA Mix Tests - Flow and Stability Only	D 1559	T 245		\$425
HMA Mix Tests - Bulk Specific Gravity Only	D 1559	T 245/269		\$350
Maximum Specific Gravity	D2041	T 209	309	\$170
Core Unit Weight - Field Specimen	D2726	T 166	308	\$40
Asphalt Content	D6307	T 308	382	\$190
Asphalt Content Oven Correction	D6307	T 308	382	\$500
Tensile Strength Ratio (TSR) - Plant Produced	D4867	T 283	371	\$950
Tensile Strength Ratio (TSR) - Laboratory Produced	D4867	T 283	371	\$1,250
Asphalt Pavement Analyzer (APA)		T 340		\$4,000

<b>Hot Mix Asphalt - Gyatory Method</b>	ASTM	AASHTO	Caltrans	<b>Fee</b>
HMA Mix Tests - Complete Set		set		\$650
RHMA Mix Tests - Complete Set (Includes 1 hour hold times)		set		\$700
Maximum Specific Gravity	D2041	T 209	309	\$165
Core Unit Weight - Field Specimen	D2726	T 166	308	\$40
Asphalt Binder Content - Ignition Method	D6307	T 308	382	\$190
Asphalt Content Oven Correction	D6307	T 308	382	\$500
Asphalt Binder Content - Chemical Extraction Method	D 2172		Method B	\$350
Hamburg Wheel Track		T 324	389	\$950
Tensile Strength Ratio (TSR) - Plant Produced	D4867	T 283	371	\$950
Tensile Strength Ratio (TSR) - Laboratory Produced	D4867	T 283	371	\$1,250
Asphalt Pavement Analyzer (APA)		T 340		\$4,000

### 2023/2024 Laboratory Fee Schedule

Effective from January 1, 2023 until further notice. Field tests and QC/QA Testing provided by Quote

<b>HMA Mix Design - Hveem Method</b>	<b>Fee</b>
HMA Mix Design - Admin Review *Allowed on PEI original mix designs less than 24 months old	\$500
HMA Mix Design - Update *Allowed on PEI original mix designs older than 24 Months * Max 1.	\$1,750
HMA Mix Design - CEM 3513 JMF Verification *Requires Plant produced mix.	\$3,200
2006 Standard Coarse / Medium / Max Including all aggregate and Mix Tests	\$3,600
2010 Standard HMA Includes complete CEM 3511 and CEM 3512 (TSR + Hamburg Separate)	\$4,000

<b>HMA Mix Design - Marshall Method</b>	<b>Fee</b>
Marshall HMA Mix Design Base - FHWA, ACCE, and other standard specs	\$4,400
Marshall HMA Mix Design Custom - Speciality Specifications and Projects	\$4,700

<b>HMA Mix Design - Gyrotory Method</b>	<b>Fee</b>
HMA Mix Design - Admin Review *Allowed on PEI original mix designs less than 24 months old	\$500
HMA Mix Design - Update *Allowed on PEI original mix designs older than 24 Months * Max 1.	\$1,850
HMA Mix Design - CEM 3513SP JMF Verification *Requires Plant produced mix.	\$3,500
2018 Superpave JMF HMA Includes complete CEM 3511 and CEM 3512 (TSR + Hamburg Separate)	\$5,700
HMA Mix Design - LP-9 Data - For a PEI Mix Design	\$1,000
HMA Mix Design - JMF Verification TSR and Hamburg for design completion	\$1,800
Asphalt Pavement Analyzer (APA) - Lab Produced for 3 tests	\$5,000

<b>Concrete</b>	<b>ASTM</b>	<b>AASHTO</b>	<b>Caltrans</b>	<b>Fee</b>
6" x 12" or 4" x 8" Cylinder: Compression Strength (Per Cylinder)	C 39			\$35
6" x 6" x 18" Flexural Bream	C 78 / 293			\$100
6" x 6" x 30" Flexural Bream				\$105
Concrete Trail Batch (Slump Test, Unit Weight, Air, and 6 Cylinders)	Various			\$850
Concrete Technician - Half Day Rate	Various			quote
Concrete Technician - Full Day Rate	Various			quote
Cylinder Pick-Up Only Trip - Within 20 miles of PEI Office				\$110

**Concrete Cylinder Casting, Air Meter, Slump Test, Kelly Ball, and Unit Weight completed under daily field rates.**

MID PACIFIC ENGINEERING, INC.  
2023/2024 Prevailing Wage Schedule of Fees – Redding Office

LABORATORY TESTING

Soil and Aggregate	Rate per Test
Absorption of Sand or Gravel	\$80
Aggregate Unit Weight	\$75
Aggregate Crushed Particles	\$125
Atterberg Limits	\$200
California Impact Method 216	\$275
Compaction Curve	\$280
Consolidation Test	\$655
Corrosion Testing	\$185
Direct Shear Test	\$180
Durability	\$210
Expansion Index	\$210
Grain Size Analysis - Total Sieve (200, Fine and Coarse)	\$275
Grain Size Analysis - Fine or Coarse Sieve	\$130
Grain Size Analysis - Soils Finer than No. 200	\$120
Grain Size Analysis - Hydrometer	\$200
Moisture Content	\$50
Permeability	\$440
Resistance Value - Untreated	\$385
Resistance Value - Treated with Lime or Cement	\$440
Sand Equivalent	\$180
Specific Gravity	\$150
Triaxial Shear - Undisturbed	\$435
Triaxial Shear - Remolded	\$530
Unconfined Compression Test	\$145
Unit Weight and Moisture Content - Undisturbed Sample	\$55
Unit Weight and Moisture Content - Loose Sample	\$80
Concrete and Masonry	
Compression Testing - Concrete 4x8 or 6x12	\$40
Compression Testing - Grout, Mortar or CLSM	\$55
Compression Testing - Masonry Unit or Brick	\$75
Compression Testing - Masonry Prism	\$220
Compression Testing - Concrete Core Including Trimming	\$65
Compression Testing – Shotcrete Core	\$70
Compression Testing - Hold Sample	\$35
Flexural Strength – 6” x 6” concrete beam	\$150
Length Change of Hardened Concrete - Batching, Compression Testing and Shrinkage Measurement	\$1325
Length Change of Hardened Concrete - Shrinkage Measurement	\$465
Masonry Unit Linear Shrinkage, Absorption and Moisture	\$585
Splitting Tensile Test – 6” x 12” Cylinders	\$75
Trial Batch – Compression Testing set of 5	\$700
Reinforcing and Structural Steel	
Anchor Bolt or Prestressing Strand Tensile Strength	\$100
Fire Proofing Unit Weight	\$70
Machining of Special Fittings, Fixtures or Tensile Coupons - per hour	\$100
Rebar Tensile and Bend 1 - 7 bar	\$145
Rebar Tensile and Bend 8 - 14 bar	\$200
Structural Bolt Set Tensile and Hardness	\$410
Please contact our office for laboratory testing not listed on this fee schedule	Quote

**COST PROPOSAL 1**  
**Cost-Plus-Fixed Fee or Lump Sum OR Firm Fixed Price Contracts**  
 (Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

Prime Consultant     Subconsultant     2nd Tier Subconsultant

Consultant Area West Environmental, Inc  
Tehama Co - Evergreen  
 Project No. Road Bridge CM                      Contract No. TBD                      Date 12/22/2022

**DIRECT LABOR**

Classification/Title	Key Staff	Name	Hours	Range	Initial Hourly Rate	Total
Principal/Senior Biologist	*	Becky Rozumowicz-K	90	\$30-\$110	\$76.41	\$ 6,876.90
Senior Biologist		Samantha Morford	138	\$30-\$110	\$39.00	\$ 5,382.00
Senior Biologist		Matt Rogers	410	\$30-\$110	\$41.00	\$ 16,810.00
Senior Biologist/Archaeologist		Mary Bailey	58	\$30-\$110	\$60.00	\$ 3,480.00
Biologist		Kim Mays	16	\$15-\$65	\$32.00	\$ 512.00
Biologist		Rachel Freund	12	\$15-\$65	\$32.00	\$ 384.00
Biologist		Art Richardson	0	\$15-\$65	\$32.00	\$ -
Biologist		Colena Sankbeil	0	\$15-\$65	\$28.00	\$ -
Biologist		Katheryn Pitkin	2	\$15-\$65	\$28.00	\$ 56.00
Project Controls		Christine Hinkley	40	\$15-\$65	\$33.50	\$ 1,340.00
Technician		Elizabeth Brown	48	\$15-\$65	\$25.50	\$ 1,224.00
Water Quality Specialist		Staff	0	\$30-\$110	\$70.00	\$ -
Project Accountant		Staff	0	\$15-\$65	\$40.00	\$ -
Archeological Lead		Staff	0	\$30-\$110	\$70.00	\$ -
Archeologist II		Staff	0	\$15-\$65	\$40.00	\$ -
Technician		Staff	0	\$15-\$65	\$40.00	\$ -
GIS		Staff	0	\$30-\$110	\$70.00	\$ -
subtotal			814			\$ 36,064.90

**LABOR COSTS**

a) Subtotal Direct Labor Costs \$ 36,064.90  
 b) Anticipated Salary Increases \$ 901.62  
**c) Total Direct Labor Costs [(a) + (b)] \$ 36,966.52**

**INDIRECT COSTS**

d) Fringe Benefits (Rate: 46.70% ) e) Total Fringe Benefits [(c) x (d)] \$ 17,263.37  
 f) Overhead (Rate: 114.37% ) g) Overhead [(c) x (f)] \$ 42,278.61  
 h) General and Administrative (Rate: 0.00% ) i) Gen & Admin [(c) x (h)] \$ -  
**j) Total Indirect Costs [(e) + (g) + (i)] \$ 59,541.98**

**FIXED FEE**

**k) TOTAL FIXED FEE [(c) + (j)]\* fixed fee 10% ] \$ 9,650.85**

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage (current federal rate)	13448	Mi.	\$0.625	\$ 8,405.00
Travel Expenses (with receipt)			at cost	\$ 8,756.00
Pin flags	1	100 pack	\$20.00	\$ 20.00
Flagging	6	roll	\$5.00	\$ 30.00

**l) TOTAL OTHER DIRECT COSTS \$ 17,211.00**

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

Subconsultant 1:  
**(m) TOTAL SUBCONSULTANTS' COSTS \$ -**

**(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 17,211.00**

**TOTAL COST [(c) + (j) + (k) + (n)] \$ 123,370.35**

**NOTES:**

- Key Personnel **must** be marked with an asterisk (\*) and employees that are object to prevailing wage must be marked with two asterisks (\*\*). All costs must comply with the Federal costs principles. 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 recognized agency or accepted by Caltrans.
- Anticipated salary increases calculation must accompany.

**COST PROPOSAL 1**  
**Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts**  
 (Calculations for Anticipated Salary Increases)

Consultant Area West Environmental, Inc Contract No. TBD Date 12/22/2022

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

	Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal	=	Avg Hourly Rate	Contract Duration
Year 1 (2023)	\$ 36,064.90	/	814	=	\$44.31	Year 1 Avg Hourly Rate

	Avg Hourly Rate		Proposed Escalation	=		
Year 1 (2023)	\$44.31	+	5.0%	=	\$46.52	Year 2 Avg Hourly Rate
Year 2 (2024)	\$46.52	+	5.0%	=	\$48.85	Year 3 Avg Hourly Rate
Year 3 (2025)	\$48.85	+	5.0%	=	\$51.29	Year 4 Avg Hourly Rate
Year 4 (2026)	\$51.29	+	5.0%	=	\$53.85	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Period	*	Total Hours per Cost Proposal	=	Total Hours per Period	
Year 1 (2023)	50.00%	*	814	=	407	Estimated Hours Year 1
Year 2 (2024)	50.00%	*	814	=	407	Estimated Hours Year 2
Year 3 (2025)	0.00%	*	814	=	0	Estimated Hours Year 3
Year 4 (2026)	0.00%	*	814	=	0	Estimated Hours Year 4
Year 5 (2027)	0.00%	*	814	=	0	Estimated Hours Year 5
Total	100%		Total	=	814	

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

	Avg Hourly Rate (calculated above)	*	Estimated Hours (calculated above)	=	Cost Per Period	
Year 1 (2023)	\$44.31	*	407	=	\$18,032.45	Estimated Hours Year 1
Year 2 (2024)	\$46.52	*	407	=	\$18,934.07	Estimated Hours Year 2
Year 3 (2025)	\$48.85	*	0	=	\$0.00	Estimated Hours Year 3
Year 4 (2026)	\$51.29	*	0	=	\$0.00	Estimated Hours Year 4
Year 5 (2027)	\$53.85	*	0	=	\$0.00	Estimated Hours Year 5

Total Direct Labor Cost with Escalation	=	\$36,966.52	
Direct Labor Subtotal before escalation	=	\$36,064.90	
Estimated total of Direct Labor Salary Increase	=	<b>\$901.62</b>	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 provided.

**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, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service

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: Becky Rozumowicz-Kodsuntie Title\*: President

Signature:  Date of Certification (mm/dd/yyyy): 12/22/2022

Email: becky@areawest.net Phone Number: (916) 987-3362

Address: Area West Environmental, Inc., 6248 Main Avenue, Suite C, Orangevale, CA 95662

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

List services the consultant is providing under the proposed contract:

Environmental Compliance
--------------------------

**COST PROPOSAL 1**  
**Cost-Plus-Fixed Fee or Lump Sum OR Firm Fixed Price Contracts**  
 (Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

Prime Consultant     Subconsultant     2nd Tier Subconsultant

Consultant Webster Engineering, Inc  
Tehama Co - Evergreen

Project No. Road Bridge CM Contract No. TBD Date 12/22/2022

**DIRECT LABOR**

Classification/Title	Key Staff	Name	Hours	Range	Initial Hourly Rate	Total
Engineer/Office Engineer/Inspector**	*	Katherine Webster	200	\$40-\$85	\$75.00	\$ 15,000.00
Office Engineer	*	Brandon LaChance	2560	\$40-\$60	\$40.00	\$ 102,400.00
Field Inspector**	*	Brandon LaChance	640	\$54-\$75	\$54.00	\$ 34,560.00
Project Scheduler	*	Mat Barnes	70	\$60-\$80	\$70.00	\$ 4,900.00
Field Inspector**		Staff		\$54-\$75	\$65.00	\$ -
Labor Compliance Officer		Staff		\$40-\$60	\$60.00	\$ -
Office Engineer		Staff		\$40-\$60	\$50.00	\$ -
Assistant Resident Engineer		Staff		\$45-\$75	\$55.00	\$ -
						\$ -
						\$ -
subtotal			3470		subtotal	\$ 156,860.00

**LABOR COSTS**

a) Subtotal Direct Labor Costs \$ 156,860.00  
 b) Anticipated Salary Increases \$ 3,921.50

c) **Total Direct Labor Costs [(a) + (b)] \$ 160,781.50**

**INDIRECT COSTS**

d) Fringe Benefits (Rate: 60.00% )  
 f) Overhead (Rate: 60.00% )  
 h) General and Administrative (Rate: 0.00% )

e) Total Fringe Benefits [(c) x (d)] \$ 96,468.90  
 g) Overhead [(c) x (f)] \$ 96,468.90  
 i) Gen & Admin [(c) x (h)] \$ -

j) **Total Indirect Costs [(e) + (g) + (i)] \$ 192,937.80**

**FIXED FEE**

k) **TOTAL FIXED FEE [(c) + (j)]\* fixed fee 10% ] \$ 35,371.93**

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage (current federal rate)		Mi.	\$0.625	\$ -
DIR Subsistence		Day	\$120.00	\$ -
Full Size Plan Sheets		Sheet	\$4.00	\$ -
				\$ -

l) **TOTAL OTHER DIRECT COSTS \$ -**

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

Subconsultant 1: \_\_\_\_\_  
 Subconsultant 2: \_\_\_\_\_

(m) **TOTAL SUBCONSULTANTS' COSTS \$ -**

(n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ -**

**TOTAL COST [(c) + (j) + (k) + (n)] \$ 389,091.23**

**NOTES:**

- Key Personnel **must** be marked with an asterisk (\*) and employees that are object to prevailing wage must be marked with two asterisks (\*\*). All costs must comply with the Federal costs principles. 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 excepted by Caltrans.
- Anticipated salary increases calculation must accompany.

**COST PROPOSAL 1**  
**Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts**  
 (Calculations for Anticipated Salary Increases)

Consultant WeEster v nneerim Inc Contract No. TBD Date 12/22/2022

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

	Direct LaEor Subtotal per Cost broposal	Total P ours per Cost broposal	AHnP ourly g ate	Contract Duration
Rear 1 (202Y)	3 \$1\$6,460.00	/ Y,980	= 39\$\$.20	Rear 1 AHnP ourly g ate

	AHnP ourly g ate		broposal vsalation			
Rear 1 (202Y)	39\$\$.20	+	\$\$.05	%	398.96	Rear 2 AHnP ourly g ate
Rear 2 (2029)	398.96	+	\$\$.05	%	39=.49	Rear YAHnP ourly g ate
Rear Y(202\$)	39=.49	+	\$\$.05	%	3\$2.YY	Rear 9 AHnP ourly g ate
Rear 9 (2026)	3\$2.YY	+	\$\$.05	%	3\$9.=	Rear \$ AHnP ourly g ate

**Y. Calculate estih ated Mours per year (\* multiply estih ate 5 eacMperiod Ey total Mours)**

	v stih ated 5 Coh pleted vacM beriod	Total P ours per Cost broposal	Total P ours per period	
Rear 1 (202Y)	\$0.005	7	18Y\$	v stih ated P ours Rear 1
Rear 2 (2029)	\$0.005	7	18Y\$	v stih ated P ours Rear 2
Rear Y(202\$)	0.005	7	0	v stih ated P ours Rear Y
Rear 9 (2026)	0.005	7	0	v stih ated P ours Rear 9
Rear \$ (2028)	0.005	7	0	v stih ated P ours Rear \$
Total	1005	Total	% Y980	

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

	AHnP ourly g ate (calculated aEoH\$)	v stih ated P ours (calculated aEoH\$)	Cost ber period		
Rear 1 (202Y)	39\$\$.20	*	18Y\$	= 384,9Y0.00	v stih ated P ours Rear 1
Rear 2 (2029)	398.96	*	18Y\$	= 342,Y\$1.\$0	v stih ated P ours Rear 2
Rear Y(202\$)	39=.49	*	0	= 30.00	v stih ated P ours Rear Y
Rear 9 (2026)	3\$2.YY	*	0	= 30.00	v stih ated P ours Rear 9
Rear \$ (2028)	3\$9.=	*	0	= 30.00	v stih ated P ours Rear \$

Total Direct LaEor Cost witMvsalation	=	3160,841.\$0	
Direct LaEor SuEtotal Eefore escalation	=	31\$6,460.00	
v stih ated total of Direct LaEor Salary Increase	=	<b>\$3,921.50</b>	Transfer to ban# 1

**NOTvS:**

1. TMs is not tM only way to estih ate salary increases. OtM# h etMds will Ee accepted if tM# clearly indicate tM# 5 increase, tM# # of years of tM# contract, and a Ereakdown of tM# laEor to Ee perfo# ed eacMyear.
2. An estih ation tM# is Eased on direct laEor h ultiplied Ey salary increase 5 h ultiplied Ey tM# # of years is not acceptaEe. (i.e. 32\$0,000 x 25 x \$ yrs %32\$,000 is not an acceptaEe h etM#dolony.)
- Y. TMs assu# es tM# one year will Ee worked at tM# rate on tM# cost proposal Eefore salary increases are #ranted.
9. Calculations for anticipated salary escalation h ust Ee proH# ed.

**COST PROPOSAL 1**

**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, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service

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: Katherine Webster Title\*: Owner/Engineer

Signature:  Date of Certification (mm/dd/yyyy): 12/22/2022

Email: [katherine@websterengineering.net](mailto:katherine@websterengineering.net) Phone Number: 916-521-6932

Address: P.O. Box 2214, Placerville, CA 95667

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

List services the consultant is providing under the proposed contract:

Assistant RE, Office Engineering, Inspection, Schedule Review, Labor Compliance Review
--



**COST PROPOSAL 1**  
**Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts**  
 (Calculations for Anticipated Salary Increases)

Consultant Illingworth & Rodkin, Inc Contract No. TBD Date 12/22/2022

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

	Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	Contract Duration
Year 1 (2023)	\$ 10,744.74	/ 195	= \$55.10	Year 1 Avg Hourly Rate

	Avg Hourly Rate	Proposed Escalation	Avg Hourly Rate	Contract Duration
Year 1 (2023)	\$55.10	+ 5.0%	= \$57.86	Year 2 Avg Hourly Rate
Year 2 (2024)	\$57.86	+ 5.0%	= \$60.75	Year 3 Avg Hourly Rate
Year 3 (2025)	\$60.75	+ 5.0%	= \$63.79	Year 4 Avg Hourly Rate
Year 4 (2026)	\$63.79	+ 5.0%	= \$66.98	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Period	Total Hours per Cost Proposal	Total Hours per Period	Contract Duration
Year 1 (2023)	100.00%	* 195	= 195	Estimated Hours Year 1
Year 2 (2024)	0.00%	* 195	= 0	Estimated Hours Year 2
Year 3 (2025)	0.00%	* 195	= 0	Estimated Hours Year 3
Year 4 (2026)	0.00%	* 195	= 0	Estimated Hours Year 4
Year 5 (2027)	0.00%	* 195	= 0	Estimated Hours Year 5
Total	100%	Total	= 195	

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

	Avg Hourly Rate (calculated above)	Estimated Hours (calculated above)	Cost Per Period	Contract Duration
Year 1 (2023)	\$55.10	* 195	= \$10,744.74	Estimated Hours Year 1
Year 2 (2024)	\$57.86	* 0	= \$0.00	Estimated Hours Year 2
Year 3 (2025)	\$60.75	* 0	= \$0.00	Estimated Hours Year 3
Year 4 (2026)	\$63.79	* 0	= \$0.00	Estimated Hours Year 4
Year 5 (2027)	\$66.98	* 0	= \$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation			= \$10,744.74	
Direct Labor Subtotal before escalation			= \$10,744.74	
Estimated total of Direct Labor Salary Increase			= <b>\$0.00</b>	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 provided.

SAMPLE COST PROPOSAL 1

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, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service

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: James A .Reyff Title\*: Principal

Signature:  Date of Certification (mm/dd/yyyy): 12/22/2022

Email: [jreyff@illingworthrodkin.com](mailto:jreyff@illingworthrodkin.com) Phone Number: 707-794-0400

Address: 429 E Cotati Ave. Cotati, CA 94931

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

List services the consultant is providing under the proposed contract:

Acoustical consulting services





**COST PROPOSAL 1**  
**Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts**  
 (Calculations for Anticipated Salary Increases)

Consultant UNICO Engineering, Inc Contract No. TBD Date 12/22/2022

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

	Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	Contract Duration
Year 1 (2023)	\$ 15,691.20	/ 216	= \$72.64	Year 1 Avg Hourly Rate

	Avg Hourly Rate	Proposed Escalation			
Year 1 (2023)	\$72.64	+ 5.0%	=	\$76.28	Year 2 Avg Hourly Rate
Year 2 (2024)	\$76.28	+ 5.0%	=	\$80.09	Year 3 Avg Hourly Rate
Year 3 (2025)	\$80.09	+ 5.0%	=	\$84.10	Year 4 Avg Hourly Rate
Year 4 (2026)	\$84.10	+ 5.0%	=	\$88.30	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Period	Total Hours per Cost Proposal	Total Hours per Period	
Year 1 (2023)	50.00%	* 216	= 108	Estimated Hours Year 1
Year 2 (2024)	50.00%	* 216	= 108	Estimated Hours Year 2
Year 3 (2025)	0.00%	* 216	= 0	Estimated Hours Year 3
Year 4 (2026)	0.00%	* 216	= 0	Estimated Hours Year 4
Year 5 (2027)	0.00%	* 216	= 0	Estimated Hours Year 5
Total	100%	Total	= 216	

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

	Avg Hourly Rate (calculated above)	Estimated Hours (calculated above)	Cost Per Period	
Year 1 (2023)	\$72.64	* 108	= \$7,845.60	Estimated Hours Year 1
Year 2 (2024)	\$76.28	* 108	= \$8,237.88	Estimated Hours Year 2
Year 3 (2025)	\$80.09	* 0	= \$0.00	Estimated Hours Year 3
Year 4 (2026)	\$84.10	* 0	= \$0.00	Estimated Hours Year 4
Year 5 (2027)	\$88.30	* 0	= \$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation			= \$16,083.48	
Direct Labor Subtotal before escalation			= \$15,691.20	
Estimated total of Direct Labor Salary Increase			= <b>\$392.28</b>	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 provided.

## COST PROPOSAL 1

### 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, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service

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: Cesar Montes de Oca Title\*: President  
Signature:  Date of Certification (mm/dd/yyyy): 12/7/2022  
Email: [cesar@unicoengineering.com](mailto:cesar@unicoengineering.com) Phone Number: 916-900-6623  
Address: 110 Blue Ravine Rd. Ste 101, Folsom CA 95630

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

List services the consultant is providing under the proposed contract:

Land Survey



**INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT****CONSULTANT SECTION**

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

**LOCAL AGENCY SECTION**

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

## 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.

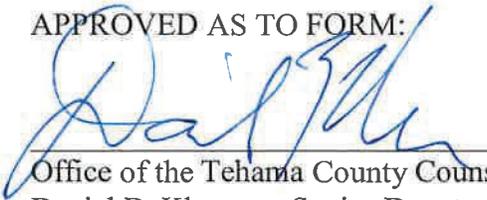
**E-Contract Review**  
**Approval as to Form**

Department Name: Tehama County Public Works - Roads

Vendor Name: Consor North America, Inc

Contract Description: Construction management services

APPROVED AS TO FORM:



Office of the Tehama County Counsel  
Daniel B. Klausner, Senior Deputy County Counsel

Date: 2/22/23