

**COUNTY OF MENDOCINO  
STANDARD SERVICES AGREEMENT**

**SYSTEMIC IMPROVEMENTS AND SIDEWALKS  
ON MENDOCINO COUNTY ROADWAY SEGMENTS  
PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENTS  
AND PLANS, SPECIFICATIONS, AND ESTIMATES**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Consort North America, Inc., hereinafter referred to as the "CONSULTANT".

**WITNESSETH**

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent CONSULTANTS to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONSULTANT for its Professional Engineering Design Services; and,

WHEREAS, CONSULTANT is willing to provide such services on the terms and conditions set forth in this Agreement and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONSULTANT to provide the services described in Exhibit A, and CONSULTANT accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Mendocino County ePayables Information
Exhibit E	Required Federal Contract Provisions

Certain terms and provisions are required to be a part of this agreement since County is utilizing federal funding to pay for the services of CONSULTANT described in Exhibit "A". These terms and provisions are located in Exhibit "E" of this Agreement and, for the purpose of this Agreement only, shall control and supersede any provisions to the contrary located in the body of the Agreement.

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through December 31, 2026.

The compensation payable to CONSULTANT hereunder shall not exceed seven hundred sixty-eight thousand dollars (\$768,000) for the term of this Agreement.

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IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By:   
HOWARD N. DASHIELL, Director  
TRANSPORTATION

Date: 10/28/2025

Budgeted:  Yes  No

Budget Unit: 3041

Line Item: 2184

Org/Object Code:

Grant:  Yes  No

Grant No.:HSIPL-5910(139)

COUNTY OF MENDOCINO

By:   
JOHN HASCHAK, Chair  
BOARD OF SUPERVISORS

Date: 11/18/2025

ATTEST:

DARCIE ANTLE, Clerk of said Board

By:   
Deputy 11/18/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By:   
Deputy 11/18/2025

INSURANCE REVIEW:

By:   
Risk Management

Date: 11/03/2025

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed

Mendocino County Business License: Valid

Exempt Pursuant to MCC Section: \_\_\_\_\_

CONSULTANT/COMPANY NAME

By:   
DocuSigned by:  
SIGNATURE

Date: 11/3/2025 | 3:14:36 PM EST

NAME AND ADDRESS OF CONSULTANT:

Consor North America, Inc.  
2868 Prospect Park Drive, Suite #250  
Rancho Cordova, California 95670

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By:   
COUNTY COUNSEL

Date: 11/03/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By:   
Deputy CEO or Designee

Date: 11/03/2025

## **GENERAL TERMS AND CONDITIONS**

1. INDEPENDENT CONSULTANT: No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONSULTANT is an Independent CONSULTANT. CONSULTANT is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONSULTANT nor for any obligations or liabilities incurred by CONSULTANT.

CONSULTANT shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONSULTANT shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONSULTANT's failure to pay such amounts.

In carrying out the work contemplated herein, CONSULTANT shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent CONSULTANTS and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONSULTANT does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and COUNTY laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the COUNTY agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONSULTANT is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONSULTANT, withhold from payments to CONSULTANT hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. INDEMNIFICATION: To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONSULTANT shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever that arise out of, pertain to, or relate to the CONSULTANT's negligence, recklessness, or willful misconduct in performing professional services under this Agreement. CONSULTANT shall also, at CONSULTANT's own expense, defend the COUNTY against any action or suit brought against COUNTY founded upon any claim, action or proceeding which is based upon the work or provision of services undertaken pursuant to this Agreement. The duty of CONSULTANT includes the duty of defense, inclusive of that set forth in California Civil Code section 2778, and is subject to any limits provided for in Civil Code section 2782.8. The words "professional services" shall be interpreted as defined in Civil Code section 2782.8, as it may be amended from time to time. CONSULTANT's negligence, recklessness or willful misconduct includes the negligence, recklessness and willful misconduct of CONSULTANT's officers, employees, agents and subconsultants.
3. INSURANCE AND BOND: CONSULTANT shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. WORKERS' COMPENSATION: CONSULTANT shall provide Workers' Compensation insurance, as applicable, at CONSULTANT's own cost and expense and further, neither the CONSULTANT nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONSULTANT affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONSULTANT further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONSULTANT shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONSULTANT shall require all subCONSULTANTS similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subCONSULTANTS' employees.

5. CONFORMITY WITH LAW AND SAFETY:
  - a. In performing services under this Agreement, CONSULTANT shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety

and Health Act. CONSULTANT shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONSULTANT's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONSULTANT's performance of this Agreement, CONSULTANT shall immediately notify Mendocino County Risk Manager's Office by telephone. CONSULTANT shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONSULTANT's sub-CONSULTANT, if any; (3) name and address of CONSULTANT's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
- c. CONSULTANT further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.

6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONSULTANT as provided in Exhibit B hereto as funding permits.

If COUNTY over pays CONSULTANT for any reason, CONSULTANT agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONSULTANT under this Agreement or any other Agreement.

In the event CONSULTANT claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONSULTANT shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONSULTANT under this Agreement or any other Agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONSULTANT to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONSULTANT.
8. OWNERSHIP OF DOCUMENTS: CONSULTANT hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONSULTANT, the CONSULTANT's subCONSULTANTS or third parties at the request of the CONSULTANT (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONSULTANT shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONSULTANT agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONSULTANT hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONSULTANT's services as set forth in Exhibit A of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. CONFLICT OF INTEREST: The CONSULTANT covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges

prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

**Facsimile transmission:** When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO  
Department of Transportation  
340 Lake Mendocino Drive  
Ukiah, CA 95482  
Attn: Tyler Franz

To CONSULTANT: Consor North America, Inc.  
2868 Prospect Park Drive, Suite #250  
Ranch Cordova, California 95670  
Attn: Mike Sanchez

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. **USE OF COUNTY PROPERTY:** CONSULTANT shall not use COUNTY property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:**  
CONSULTANT certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
  - a. CONSULTANT shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.

- b. CONSULTANT shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
- c. If requested to do so by the COUNTY, CONSULTANT shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
- d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
- e. The CONSULTANT shall include the provisions set forth in this paragraph in each of its subcontracts.

13. DRUG-FREE WORKPLACE: CONSULTANT and CONSULTANT's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONSULTANT nor CONSULTANT's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONSULTANT or any employee of CONSULTANT is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONSULTANT, within five days thereafter, shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

14. ENERGY CONSERVATION: CONSULTANT agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).

15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONSULTANT shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONSULTANT shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONSULTANT shall file copies of same with the County Executive Office.

CONSULTANT represents and warrants to COUNTY that CONSULTANT and its employees, agents, and any subCONSULTANTS have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

16. AUDITS; ACCESS TO RECORDS: The CONSULTANT shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and

disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONSULTANT.

The CONSULTANT shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the CONSULTANT in the performance of this Agreement. If such books and records are not kept and maintained by CONSULTANT within the County of Mendocino, California, CONSULTANT shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONSULTANT shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONSULTANT's books and records, including, but not limited to, travel, lodging and subsistence costs. CONSULTANT shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONSULTANT shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONSULTANT with respect to this Agreement are closed, whichever is later.

17. DOCUMENTS AND MATERIALS: CONSULTANT shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONSULTANT's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONSULTANT shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONSULTANT under this Agreement.
18. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. TERMINATION: The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONSULTANT without cause at any time upon giving to the CONSULTANT notice. Such notice shall be in writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONSULTANT's work, the CONSULTANT shall be entitled to payment for services provided hereunder prior to the effective

date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONSULTANT for its Professional Engineering Services shall not exceed \$768,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. **NON-APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONSULTANT. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONSULTANT prior to CONSULTANT's receipt of the termination notice.
21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. **ADVERTISING OR PUBLICITY:** CONSULTANT shall not use the name of COUNTY, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire Agreement between COUNTY and CONSULTANT relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other Agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this

Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

26. **HEADINGS:** Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual Agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. **ASSURANCE OF PERFORMANCE:** If at any time the COUNTY has good objective cause to believe CONSULTANT may not be adequately performing its obligations under this Agreement or that CONSULTANT may fail to complete the Services as required by this Agreement, COUNTY may request from CONSULTANT prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONSULTANT's performance. CONSULTANT shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONSULTANT acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. **SUBCONTRACTING/ASSIGNMENT:** CONSULTANT shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
  - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any Agreement that violates this Section shall confer no rights on any party and shall be null and void.
  - b. Only the department head or his or her designee shall have the authority to approve subCONSULTANT(s).
  - c. CONSULTANT shall remain fully responsible for compliance by its subCONSULTANTS with all the terms of this Agreement, regardless of the terms of any Agreement between CONSULTANT and its subCONSULTANTS.
30. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination or expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.

31. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. **INTELLECTUAL PROPERTY WARRANTY:** CONSULTANT warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONSULTANT PRODUCTS") to be provided by CONSULTANT in the performance of this Agreement, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONSULTANT hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONSULTANT PRODUCTS to the extent reasonably necessary to use the CONSULTANT PRODUCTS in the manner contemplated by this Agreement.

CONSULTANT further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONSULTANT PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONSULTANT PRODUCT, CONSULTANT shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this Agreement.

In the case of any such claim of infringement, CONSULTANT shall either, at its option, (1) procure for COUNTY the right to continue using the CONSULTANT Products; or (2) replace or modify the CONSULTANT Products so that they become non-infringing, but equivalent in functionality and performance.

33. **ELECTRONIC COPIES:** The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.
34. **COOPERATION WITH COUNTY:** CONSULTANT shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.
35. **PERFORMANCE STANDARD:** CONSULTANT shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONSULTANT's profession. COUNTY has relied upon the professional ability and training of CONSULTANT as a material inducement to enter into this Agreement. CONSULTANT hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood

that acceptance of CONSULTANT's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONSULTANT's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONSULTANT to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONSULTANT to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES: In any action to enforce or interpret the terms of this Agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

**EXHIBIT A**

**DEFINITION OF SERVICES**

CONSULTANT shall provide the following services:

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## D. Scope of Work

This Scope of Work (SOW) provides a comprehensive framework for delivering a successful project that enhances safety, accessibility, and mobility within Mendocino County. It will be refined during the project kickoff and planning phase to ensure alignment with stakeholder needs, regulatory frameworks, and funding requirements.

### Project Team Responsibilities

- **Consor (Prime Consultant):** Overall project management, design, environmental coordination, public outreach, and quality assurance.
- **Crawford:** Geotechnical investigations and reports.
- **LACO:** Surveying, mapping, and control survey.
- **Galloway:** Environmental clearance and permitting.
- **Bender Rosenthal, Inc. (BRI):** Right-of-way support (optional).

Consor's SOW has been developed based on a thorough review of Mendocino County's RFP, project research, and our extensive experience with similar federal and state-funded roadway safety projects throughout California. The project aims to deliver systemic safety improvements, pedestrian infrastructure enhancements, and signage upgrades across various roadway segments within Mendocino County, supporting the County's safety, mobility, and community connectivity goals in accordance with HSIP Cycle 11 requirements.

Our team's combined expertise allows for all phases of the project—from data collection and analysis to design, environmental clearance, and construction support—to be executed efficiently, meeting regulatory requirements and stakeholder expectations. The project will follow the County's guidelines, Caltrans standards, and federal funding regulations, including DBE goals, environmental compliance, and community engagement. Plans will comply with County Standard Details and Specifications and Caltrans Standard Plans and Specifications. Plans and reports will bear the stamp and signature of the responsible engineer in charge (registered in the State of California).

It is anticipated that a scoping meeting will be held following consultant selection to clarify the SOW, including planned meetings, deliverables, and schedule.

Certain assumptions have been made in preparing the scope for this proposal. To the extent possible, these assumptions are stated herein. The total effort required shall be negotiated between the County and the consultant

team after selection and after assumptions made in this proposal are either verified or modified to better meet the County's needs.

### Task 1 – Project Management

#### Task 1.1 Initiate Project

##### Task 1.1.1 Kick-off Meeting

Consor will coordinate a kick-off meeting with the County, the Consor team, and any other project stakeholders. This meeting will result in an understanding amongst the project stakeholders as to the project scope and schedule. Major project issues that have already been identified by project stakeholders will be shared at this meeting.

##### Task 1.1.2 Preliminary Research

Consor will obtain pertinent existing information from local, state, and federal agencies including, but not limited to the County and Caltrans. This includes, but is not limited to existing right-of-way maps, available mapping showing roadway and topographic features, traffic and collision data, roadway as-built plans, existing drainage facilities, existing sidewalks, pedestrian paths, crosswalks, and utility information within the project limits.

If necessary, Consor will prepare and obtain approval of a Caltrans Encroachment Permit for the PA&ED phase of the project to allow our team access within the Caltrans right-of-way.

##### Task 1.1.3 Field Investigation

An initial field review with the County Project Manager, the Consor team, and other project stakeholders as directed by the County will be held to review the proposed project to highlight and record significant project features. At this time, existing roadway features, such as existing pavement condition and condition of drainage facilities, will be reviewed for upgrades as needed.

#### Deliverables:

- Kick-off meeting agenda and minutes
- Field review notes

### Task 1.2 Coordination

#### Task 1.2.1 Point of Contact

Michael Sanchez, PE will be the single point of contact for maintaining liaison and coordination throughout the project with the County's Project Manager and other team leaders.

## **1.2.2 Project Title**

In reference to the project in any forms or formal written materials, Consor shall use the project title of: Systemic Improvements and Sidewalks on Mendocino County Roadway Segments, C2303.

## **1.2.3 Project Coordination with County**

Consort will coordinate with County through phone conversations, emails, written memoranda, fax, etc.

## **1.2.4 Project Work Plan**

Consort will develop, maintain, and implement a detailed work plan that includes project goals and objectives, roles and responsibilities, a communication plan, project controls, scope and deliverables, schedule and budget, and the Consort's Quality Control Plan.

## **1.2.5 Project Schedule**

Consort will develop a project schedule outlining tasks and subtasks to be performed. The project schedule will include Consort's internal QC process and designated County review of submitted documents. Consort shall update the project schedule as necessary, but by the third week of March, June, September, and December at a minimum. Consort will be included in the distribution of all schedule updates. These may be included with monthly billing.

## **1.2.6 Budget Management**

Consort will maintain and manage Consort team's schedule and budget and subconsultant contracts.

## **1.2.7 Periodic Reports**

Consort will shall submit monthly progress reports. Progress reports will include status of services by task breakdown; problems encountered; percent of services complete as of the date of the progress report; and discussion of schedule changes, work products, issues currently being addressed, and other items of interest as applicable.

All changes to the project schedule will be approved by the County Project manager. The County Project Manager will be as designated by the Contract Administrator.

## **1.2.8 Invoices**

Consort will prepare monthly invoices in accordance with Exhibit B, Payment Terms, of this agreement.

## **Task 1.3 Project Team Meetings**

Consort with guidance from the County will facilitate the formation of a Project Development Team (PDT) to be used as needed throughout the project delivery process. The

PDT will bring together different stakeholders and technical experts at key points in the project delivery process to assure that decision makers are provided with the information needed to make the best project decisions in a timely manner. The PDT will include representatives from the County, Caltrans, the Consort team, and other parties that the County believes could provide expertise and help expedite the process. Consort will schedule PDT meetings once every month through the life of the project. The Project Manager, Project Engineer, and County staff will attend all team meetings. Consort will prepare the meeting agendas in consultation with the County, distribute the agenda prior to the meeting date, arrange for appropriate participants to attend, and distribute meeting minutes to the participants within five working days after meetings. Consort will coordinate with County through phone conversations, emails, written memoranda, fax etc.

Attendance at one (1) project kick-off meeting in Ukiah and one (1) Caltrans field review by the Consort Project Manager in Mendocino County (assumed to be one day); attendance at up to eight (8) PDT in-person meetings in Ukiah and up to forty-eight (48) bi-weekly conference calls.

## **Task 1.4 Public Outreach (optional)**

If requested and with County support, Consort will plan and conduct one or two community meetings. Community outreach can demonstrate the project need and goals to a specific neighborhood with a goal of education and seeking community support through public meetings, pop-up events, and project surveys. We will plan, organize, advertise, and facilitate community events that bring the community together to discuss the project and solicit feedback. An open line of communication with stakeholders will guide the team in identifying the present and future needs of the community with proposed project improvements. Consort will partner with the County to determine a list of stakeholders to communicate and meet with that include, but are not limited to, the following:

- Caltrans
- Local and regional agencies
- Community groups
- Various Chambers of Commerce
- Tribal governments
- Community Services Districts

## **Deliverables:**

- Meeting agendas
- Meeting materials (graphics, visual aids, and other presentation items)

- > Updated Issue/Action Item/Decision Log
- > Updated Project Schedule
- > Meeting Minutes within one week of meeting
- > Public Outreach Plan and Community Meeting(s) (optional)

## Task 2 – Surveys and Mapping

This scope of work is based on the provided mapping limits of the two areas considered for sidewalk installation in Covelo and Ukiah. Generally, the Covelo mapping limits are along Crawford Road between the intersection with Foothill Boulevard and the intersection with Biggar Lane, and a short section of Foothill Boulevard from Crawford Road approximately to the Round Valley Elementary School. And South State Street between the intersection with Beacon Lane to Sinclair Gas Station south of Laws Avenue in Ukiah. Additionally, to aid in the installation of advanced curve warning signs, the existing rights of way widths will be generally confirmed at various locations of Branscomb Road, Eastside Calpella Road, Comptche Ukiah Road and Mountainview Road.

### Task 2.1 Topographic Survey and Mapping

LACO will complete a topographic survey of a strip of land 75 feet on each side of the existing physical centerline of Crawford Road in Covelo utilizing an UAV/drone to collect LiDAR and photogrammetric data. This data, along with supplemental terrestrial data, will be utilized to generate a DEM surface, digital orthomosaic photo and planimetric mapping of the site. The Ukiah site will be a conventional field survey of a strip of land approximately 100 feet based on existing property and right of way improvements. This area will be conventionally surveyed due to flight restrictions.

Mapping will include:

- > Edge of existing pavement and driveway aprons requested routes.
- > Fences and other improvements.
- > General tree driplines based on the photogrammetric data will be shown, however individual drip lines will not be located.
- > Individual trees within the strips will be located.
- > Surface utility locations will be based on a combination of the supplemental field surveys and utilities identifiable from the UAV data. In addition to the surface utility locations and directions, invert elevations for critical sewer and storm drain structures will be included in the mapping.
- > Right-of-Way of the requested routes.

The mapping will be produced at a scale of one inch = 20 feet for convenience; however, it will be suitable for plotting to a scale of one inch equal to 20 feet with a contour interval of one foot. Horizontal coordinates will be referenced to NAD83 and applicable California State Plane Zone with vertical elevations referenced to NAVD88. Dimensions to be in US Survey Feet and decimals thereof.

### Task 2.2 Right-of-Way Retracement Survey

LACO will conduct a right-of-way analysis and field survey of Crawford Road and South State Street within the mapping limits described above. This task will include:

- > Research and review of Mendocino County Records. And communication with and information provided by the Mendocino County ROW Agent.
- > Survey the physical centerline of the existing traveled way for use in calculating a curvilinear centerline alignment for the requested roadways. If required.
- > Locate and survey existing right-of-way monuments and property corners controlling any dedications to the County shown on recorded Records of Surveys and Parcel Maps.
- > Resolve conflicting information as necessary.
- > The preparation and filing of a Record of Survey is not anticipated for this effort.

Existing right of way confirmation of Branscomb Road, Eastside Calpella Road, Comptche Ukiah Road and Mountainview Road will be based on publicly available information from the following sources.

- > Information provided by the County of Mendocino Surveyor's Office and ROW Agent
- > Parcel Quest, California Property Data
- > First American Title/First Am IgniteRE

Task 2.2 does not include any field surveys.

## Task 3 – Environmental Studies and Documentation

### Project Management and Coordination

Gallaway Enterprises will attend a project kick-off meeting to discuss communication and information exchange protocols, review project work schedules, and confirm current project description applicability for use in all technical studies and CEQA/NEPA documentation. Gallaway Enterprises assumes the need for approximately four (4) PDT meetings over the life of the project. It is our experience from working on similar projects that use of a consistent project description in all technical studies facilitates efficiency, defensible data analysis.

### **Deliverables:**

- One (1) kick-off meeting and four (4) PDT meetings

### **Preliminary Environmental Study**

Gallaway will help with the Project Team to develop an Area of Potential Effects (APE) map. Gallaway will prepare the Preliminary Environmental Study (PES) forms and attend the field review meetings. This task will include database research (FEMA, GeoTracker, species lists, air quality, etc), initial mapping, conducting field visits to each site to conduct preliminary field investigations of environmental resources, obtain current photographs and developing initial determinations on the types and level of impacts required to complete a PES form. The draft PES forms will be circulated to the project team and then to Caltrans for review and approval. Some of the technical documentation that is assumed for the proposed project may be different than what is required by Caltrans. Therefore, if there are differences between assumptions and requirements identified in the approved PES, rescoping may be required.

### **Deliverables:**

- Draft and Final APE. Draft and Final PES. One round of review by Consor, Caltrans and the County

### **Natural Environment Study (NES) – Minimal Impacts**

Gallaway Enterprises will prepare a draft NES for the APE. The NES document will be prepared taking into consideration the information obtained from the respective field surveys and project specific impacts. Gallaway Enterprises will document all vegetation communities, plant species observed on-site. It is assumed that there are no federal or state listed species that will be affected by the proposed project. The NES report will follow Caltrans' most recent guidance and document formats.

### **Deliverables:**

- Draft NES, Final NES. One round of review by Consor, Caltrans and the County

### **Delineation of Aquatic Resources**

Gallaway Enterprises will conduct a delineation of aquatic resources within the APE. All waters of the US that meet the Clean Water Act criteria and are regulated by the USACE will be evaluated within the survey area. Waters of the State will also be mapped. Gallaway Enterprises will obtain aerial photography of the site, using readily available resources. All wetland resources will be mapped

and typed according to USACE Feb 2016 standard mapping standards. A formal Delineation of Waters of the US and Aquatic Resources report per the 1987 Wetland Delineation Manual and Regional Supplement to the USACE Wetland Delineation Manual: Arid West Region (2008, version 2) will be submitted to the client. The Delineation of Waters of the US will be considered draft until the USACE provides a jurisdictional determination. The delineation report will also be compliant with the following regulatory guidance documents and standards:

- A Field Guide to the Identification of the Ordinary High Water Mark (OHWM) in the Arid West Region of the Western United States, August 2008
- Map and Drawing Standards for the South Pacific Division Regulatory Program, February 2016
- September 2008 Regional Supplement to the USACE Wetland Delineation Manual: Arid West Region (version 2.0)
- USACE Minimum Standards for Acceptance of Aquatic Resource Delineation Reports, January 2016

### **Deliverables:**

- Draft delineation of aquatic resources

### **Farmlands – Farmland Memo, Mapping, and Form AD 1006**

The land immediately adjacent and within the project site is designated as "unique farmland", "prime farmland" and "grazing" by the Department of Conservation's Farmland Mapping & Monitoring Program. If there are temporary or permanent impacts to adjacent parcels with these designations preparation of an AD-1006 form and submittal to the Natural Resource Conservation Service (NRCS) is necessary. Impacts will be determined using the Farmland Mapping and Monitoring Program GIS database in relation to project drawings supplied by Consor. The information will be summarized in a draft Farmland Memo along and Farmland Conversion Impact Rating for Corridor Type Projects and supplied to Caltrans for use in their consultation with NRCS. The results of the analysis and consultation will be used to support discussions in the Agricultural Resources section of the County's CEQA document.

### **Deliverables:**

- Draft AD-1006 form, Farmland Impact Map, Results Summary Letter. One round of review by Consor, NRCS and the County

## Cultural Studies

### Prepare Area of Potential Effect (APE) Maps

ALTA will prepare APE maps for the undertaking as defined in Caltrans Standard Environmental Reference (SER) Exhibit 2.6-Historic Property Survey Report Format and Content Guide and Exhibit 5.1-Archaeological Survey Report Format and Content Guide. This task involves coordinating with Caltrans and County staff to obtain APE maps that have been signed by Caltrans and County representatives.

### Background Research and Literature Review

ALTA will conduct a records search at the California Historical Resources Information System, located at the Northwest Information Center (NWIC). The Information Center is the primary repository for cultural resources information that covers an 18-county area, including Mendocino County. The purpose of archival research is to identify any previously conducted archaeological surveys or known archaeological sites located on the subject properties and within a one-half-mile radius of the project area(s). Ethnographic and historic literature will be reviewed to create background contextual information relevant to the project area. Archival research will be conducted at the local museums and county offices.

### Native American Outreach

ALTA will remit a letter to the Native American Heritage Commission (NAHC) to request a review of the Sacred Lands Files. ALTA will consult with the County and Caltrans regarding the process for outreach efforts to tribal groups and individuals. Consultation with local tribes will be completed to inform them of the proposed project and solicit input regarding tribal knowledge of cultural resources that may be within the project area. A tribal representative will be invited to participate in the field survey. Comments and information provided by the Native American community and government agencies will be provided in the draft and final reports.

### Phase I - Field Survey

ALTA staff will conduct an on-site field reconnaissance of the entire APE. The APE will be intensively examined for cultural resources. A complete inventory entails systematic pedestrian examination of the ground surface. In accordance with established standards, field reconnaissance will be conducted using transects spaced no more than 10 meters apart. Any artifacts or cultural materials identified will be logged, photographs and the location recorded in the field. No materials will be collected as part of the field work.

The field crew will maintain daily field notes and the findings will be made available immediately following the field investigation. All resources identified within the project area will be recorded using the standard State of California Department of Parks and Recreation Archaeological Site Forms. A cultural resource shall have a minimum age of 45 years. As cultural resources are located during survey, approximate boundaries will be delineated and the location of the resource plotted on topographic maps. Global Positioning System (GPS) mapping of each auger will be undertaken. Site recordation will include site and feature mapping, completing of site record forms, and photography. All photographs will be done in a digital format. An evaluation of the impact agents and structural condition will be noted for each resource in the project area. As appropriate, a limited narrative will be provided to further describe the nature, extent, and location of resources.

### Archaeological Survey Report (ASR) and Historic Properties Survey Report

ALTA will prepare an ASR and a Historic Properties Survey Report (HPSR) in accordance with the format and content outlined in Caltrans Standard Environmental Reference (SER) Exhibit 2.6-Historic Property Survey Report Format and Content Guide and Exhibit 5.1-Archaeological Survey Report Format and Content Guide. The ASR and HPSR will include a summary of the identification efforts undertaken in the study, consultation with agencies and local governments, provide a summary of archaeological methods and findings, and make preliminary recommendations for appropriate treatment and/or evaluation of resources. The ASR and HPSR will be sufficient to satisfy requirements defined in Section 106 NHPA. One draft copy will be submitted to the Client in a digital format (MS Word and PDF) for review and comment.

### Deliverables:

- > APE maps
- > ASR and HPSR
- > Cultural Studies- SOW Assumptions

The cultural scope of work assumes that no cultural resources will be present within the project area that require formal documentation. The budget assumes that up to 10 sign locations on Signable Location 1, four (4) sign locations on Signable Location 2, and 20 sign locations on Signable Location 4 will be surveyed. This budget assumes that one round of minor revisions to the ASR will be requested.

## CEQA Categorical Exemption

Gallaway Enterprises assumes, based on the cursory review of the site and the proposed project activities that a CEQA Categorical Exemption (CE) supported by §15301(f) would be appropriate. Gallaway Enterprises assumes that Mendocino County has the ability to develop and process CEQA CE's, but we are prepared to support the development of a CE document for processing and approval.

### Deliverables:

- Draft CE document for approval by the county

## NEPA Categorical Exclusion

Regarding NEPA clearance, Caltrans as the FHWA designated Lead Agency typically handles all NEPA documentation utilizing supporting technical studies such as the NES

### Deliverables:

- Draft support and facilitation of the NEPA CE approval process.

## Clean Water Act (CWA) § 404 USACE Permit Facilitation

Gallaway Enterprises assumes that the proposed project will require a CWA § 404 Permit from the USACE. Projects of this nature are generally covered by Nationwide Permit (NWP) 14 (Linear Transportation Projects). NWP 14 applies to activities required for the construction, expansion, modification, or improvement of linear transportation project in Waters of the US. Currently, for linear transportation projects in non-tidal waters, the discharge cannot cause the loss of greater than ½ acre of Waters of the US. Gallaway Enterprises will prepare the appropriate USACE permit application based on 60% design and when it becomes available. In the event that impacts to waters of the US are less than 1/10th of an acre there may be the opportunity to process the §404 permit under what is referred to as a non-reporting NWP.

### Deliverables:

- Draft permit applications
- Final applications delivered to USACE

## Clean Water Act (CWA) § 401 Regional Water Quality Control Board (RWQCB) Certification Facilitation

Gallaway Enterprises will prepare the §401 permit application for a Water Quality Certification from the RWQCB. The submittal will include the current §401

Certification application form, the RWQCB fee calculator spreadsheet, an alternatives analysis (see below), a copy of information that will be submitted as part of the §404 permit application, and CEQA Compliance/Notice of Determination.

Pre-application consultation will be conducted to determine if any additional information will be required by the RWQCB. If any additional information is determined to be required by the RWQCB (information to augment the alternatives analysis), re-scoping may be necessary. Gallaway Enterprises will serve as the Client's representative during the application review process. Fees and scope for this task are based on current regulations in effect on the date of this proposal. If the RWQCB requests additional information after submittal of the permit, a re-scope will be required.

The application must also demonstrate the project is the Least Environmentally Damaging Practical Alternative (LEDPA).

To determine the LEDPA, the applicant must conduct an alternative analysis that involves a review of both off-site and on-site alternatives (depending on the level of impacts) to demonstrate that the proposed project is the LEDPA. It's our assumption that the project fit within the Tier 1 level of impacts and associated analysis. The Client will be responsible for all RWQCB application fees, which are not included in this proposal.

### Deliverables:

- §401 Pre-Application
- Alternatives Analysis
- §401 Permit Application

## Section 1602 Streambed Alteration Agreement from the California Department of Fish and Wildlife

Under the assumption that there are impacts to aquatic features and/or vegetation that are regulated by CDFW, Gallaway Enterprises will prepare the §1602 Streambed Alteration Agreement (SAA) application for submittal to CDFW via the Environmental Permit Information Management System (EPIMS) portal. The CDFW requires that construction drawings, as applicable, are a minimum of 60% complete and must accompany the permit application. Prior to submission of the permit application, Gallaway Enterprises may need to conduct a site visit with CDFW to assure that all desired information is included in our submittal. The cost of one site visit is included in

our estimate. The submittal typically includes the §1602 SAA application form, copies of the USACE and RWQCB permit applications, and CEQA Compliance/Notice of Determination. Gallaway Enterprises will serve as the client's representative during the application review process. Our cost estimate and scope for this task are based on current regulations in effect on the date of this proposal. The client will be responsible for all CDFW application and mitigation fees, which are not included in this proposal.

#### **Deliverables:**

- §1602 SAA Application submitted via EPIMS.

#### **Compensatory Mitigation Facilitation**

If compensatory mitigation is required by regulatory agencies as part of the potential need for 404, 401, and 1602 permits and agreements, Gallaway Enterprises will work with Consor and the County to identify available options to purchase credits which may be in the form of a private mitigation bank, proponent sponsored mitigation or the National Fish and Wildlife Foundation (NFWF).

#### **Deliverables:**

- Coordinating compensatory mitigation purchases.

#### **Environmental Commitment Record (ECR)**

Upon receipt of all environmental permits and agreements, Gallaway Enterprises will draft an ECR to document all mitigation measures, Avoidance and Minimization Measures (AMMs), and conditions and requirements of the environmental permits. This document will be passed on to the engineering team as a live document so that the engineering conditions and requirements can be incorporated.

#### **Deliverables:**

- A draft ECR for use by the engineering and construction team raft Support and facilitation of the NEPA CE approval process.

#### **Assumptions**

- No tasks outside the agreed scope of work will be performed without additional payment. Should specific tasks be identified Gallaway will provide a written scope of work and cost estimate.
- This scope assumes no federal or state listed species will be impacted or affected by the proposed project. If Federal or state ESA consultation is required a scope and cost modification will be required.

- If revisions to the technical memos/reports are required based on changes to the project description or design, or if Gallaway needs to manipulate design files to integrate them into GIS, additional budget may be required.
- Any requested format changes regarding standard Caltrans' templates posted to Caltrans Standard Environmental Reference website after the project analysis has begun will require a scope and cost modification.

#### **Task 4 – Reserved**

Not used for this project.

#### **Task 5 – Geotechnical Investigations**

Crawford will complete the following tasks as part of the geotechnical scope of services:

##### **Task 5.1 Field Preparation and Permits**

- Meet with the design team to review preliminary plans and discuss project design needs, goals, and schedule.
- Visit the site to mark boring locations for USA North 811.
- Obtain a Mendocino County Encroachment Permit.

##### **Task 5.2 Subsurface Exploration**

To assess the subgrade soil conditions in the proposed flatwork improvement areas along Crawford Road, Crawford will perform five (5) to seven (7) shallow hand auger borings (hand auger about every 750 to 1,000 ft) to depths less than 5 feet deep. Crawford will visually classify the soils, collect the soil in bags for laboratory testing, and backfill the hand augers with native soils. Traffic control will consist of a shoulder closure.

To assess the subsurface conditions at the proposed flatwork improvement areas along South State Street, Crawford will perform two pavement cores through the paved shoulder. Crawford will measure the asphalt and aggregate base thickness, visually classify the soils, collect the soil in bags for laboratory testing. The core will be backfill with sand, capped with quick dry concrete, and dyed black to match the asphalt surface.

##### **Task 5.3 Laboratory Testing**

We propose the following laboratory tests on select, representative soil samples obtained from the exploratory borings (as necessary):

- Grain size analysis and plasticity index
- Expansion Index

## Task 5.4 Geotechnical Memorandum

Crawford will perform engineering analyses to support the geotechnical conclusions and recommendations and prepare a Geotechnical Memorandum for the proposed improvements including the following:

- Scope of work.
- Project description.
- Subsurface soil conditions.
- Laboratory testing.
- Minimum unreinforced flatwork section recommendations for the planned sidewalks.
- Geotechnical recommendations for grading include excavability, stability, and fill placement and compaction.
- Limitations.
- Vicinity Map, Exploration Map with recommended dig out locations, Geologic Map, and Fault Map.
- Boring and Core logs with laboratory test results.

### Deliverables:

- Draft and Final Geotechnical Memorandum

### Optional Task: Advanced Curve Warning Signs

The alignment for proposed advance curve warning signs is greater than 30 miles. If geotechnical recommendations are needed for the advanced warning signs, Crawford has provided an optional scope of performing up to three days of hand augers and/or dynamic cone penetrometer (DCP) boings within the improvement areas to collect disturbed samples or apparent consistency information. DCP tests will be performed at the sign locations to obtain an apparent consistency. Crawford will visit the sites to mark our boring locations for USA North 811 and obtain a Mendocino County Encroachment Permit. Traffic control would vary based on the actual exploration location(s). For the optional task, we assume that a lane closure would be required. Recommendations for the sign piles such as depth to competent material would be provided in the Geotechnical Memorandum in Task 4. The level of geotechnical work may vary based on the type and location of the advance curve warning signs.

### Assumptions

- Rights-of-entry and access to the exploration locations will be provided for the subsurface exploration.
- The site will be surveyed by others.
- Boring permits will not be required from the County Environmental Health Division due to shallow sample depths.
- The County will waive the encroachment permit fee.

- No contaminated soil or groundwater issues are present that would require containment.
- Pavement cores will be backfilled with dyed black concrete, placement of hot mix asphalt is beyond the scope of our services.
- A City of Ukiah encroachment permit is not required and work will occur within the County right-of-way.
- The proposed curve signs are minor and will use County standards for design; geotechnical drilling for the advance warning signs is not warranted.

## Task 6 – Reserved

Not used for this project.

## Task 7 – Project Design

### Task 7.1 Preliminary Project Design - 35% Plans and Estimate

Consort will work with Mendocino County to determine the project Design Criteria that sets the geometric design parameters for sidewalks, pedestrian paths, crosswalks, signage, safety features, and other roadway improvements. This not only accelerates the design phase but also identifies key design elements that are important to the various communities with improvements in Mendocino County. With project impacts and costs being tied to the HSIP Cycle 11 grant rules and regulations, the project preliminary design concepts will provide the confidence that we are proposing the correct geometric design(s) for the project.

Our team anticipates up to two alternatives being developed for use in the 35% Design process and performance evaluation. The preliminary geometric plans will be submitted to the County for review of the project's geometric features using the existing topographic base mapping and digital terrain surface. Consort will develop 50-scale 35% preliminary geometric plans based on the topographic mapping and aerial photography.

Consort will develop a planning level cost estimate for each alternative.

### Deliverables:

- Draft Geometric Plans
- Final Geometric Plans
- Planning Level Estimates

### Task 7.2 Right-of-Way Needs

Based on the approved 35% GADs for the preferred alternative, Consort will finalize the right-of-way needs

determination. This document will include APNs, Ownership of Parcel, and areas of temporary and permanent right-of-way needs for the project. This information will be presented in a graphic format with the information clearly summarized in a table (Excel format).

**Deliverables:**

- Draft and Final Right-of-Way Needs Map
- Right-of-Way Needs and Relative Order of Magnitude (ROM) Estimate for ROW Needs

**Task 7.3 65% Plans and Estimate Submittal**

The 35% Preliminary Project Design together with input received during the completion of the environmental phase, will be the basis for preparation of the 65% Plans, Specifications, and Estimates (PS&E). Consor will refine preferred alternatives based on community input, safety analysis, and technical feasibility, complete the preparation of the Draft 65% PS&E (unchecked details).

Preparation of the 65% PS&E may include completion of the following subtasks, but are not limited to:

Consor will prepare draft pedestrian sidewalk, ADA ramp, crosswalk and roadway contract plans. Consor will complete the roadway design, construction traffic control plan, and associated civil designs in accordance with the County Standards, AASHTO "A Policy on Geometric Design of Highways and Streets" and Caltrans Highway Design Manual (with Consor consultation). A full set of detailed roadway and civil plans will be prepared including, as necessary, Title Sheet, Typical Cross Sections, Survey Control Plan, Layout and Profile, Grading Plan, Construction Details, Signing & Striping Plan, and Erosion Control Plan sheets using County-supplied title blocks.

It is anticipated that the following types of plan sheets will be needed as shown in the table included to the right.

Consor will prepare and submit 65% Plans to the County for review and comment. This scope allows a PDT Meeting to be held after the review period to expedite the comment period and to assist in the communication within the Team.

**Quantities & Cost Estimate**

Consor will calculate construction quantities in accordance with standard Caltrans practice and specifications and prepare a construction cost estimate for the project. The construction cost estimate will be prepared using local unit costs furnished by County or included in the latest Caltrans Cost Data.

<b>Estimated Number of Plan Sheets (dependent upon selected alternative)</b>	
<b>Sheet Type</b>	<b>Estimated No. of Sheets</b>
Title Sheet	1
Construction Staking Survey Control Data	1
Typical Cross Sections	2
Layouts	4
Construction Details	4
Temporary Water Pollution Control Plan	2
Temporary Water Pollution Control Details	2
Temporary Water Pollution Control Quantities	1
Drainage Plan/Profile	2
Drainage Quantities	2
Utility Plan	2
Utility Details	2
Construction Area Signs	2
Traffic Handling Plan	2
Traffic Handling Details	1
Traffic Handling Quantities	1
Pavement Delineation and Sign Plan	4
Pavement Delineation and Sign Details	2
Pavement Delineation and Sign Quantities	2
Summary of Quantities	3
Erosion Control Plan	2
Erosion Control Details	1
Erosion Control Quantities	1
<b>Total Estimated Sheets</b>	<b>46</b>

## *65% Plans and Estimate Submittal*

Consonor will submit the 65% plans, notice to contractors and special provisions, and construction cost estimate to the County for review and comment. At the time of submittal, Consonor will work with the County to set the date for a review meeting with the County and other agencies as appropriate.

### **Deliverables**

- Draft 65% Plans
- Final 65% Plans
- Engineer's Estimate

### **Task 7.4 - Independent Design Check**

An independent check of the design will be performed at this stage. The plans will be reviewed for completeness, constructability, and conformance to design criteria as approved in the Project Report. This involves a completely independent analysis of the project using the 65% Plans by an engineer that has not been directly involved in the design. Based upon the independent check and agreement to revisions by the checker and designer, the plans will be revised as appropriate.

### **Task 7.5 - Prepare Special Provisions**

Consonor will prepare contract technical specifications to be submitted at the 90% and 100% submittals. The technical specifications will be based on the latest Caltrans Standard Specifications and Special Provisions. Consonor will merge the County's boilerplate specifications with the technical specifications and will ensure their consistency. The final Special Provisions will be ready for project advertisement by the County.

### **Task 7.6 - Prepare Quantities and Estimate**

Consonor will prepare cost estimates for the proposed project at the 65%, 90%, and 100% submittals. Quantities will be developed in accordance with standard Caltrans pay items. Caltrans Construction Cost Database or other databases, as directed by the County, will be used to estimate item prices. Project estimates will show individual pay items, quantities, and costs as well as a project cost summary, including appropriate supplemental work items and contingencies.

### **Task 7.7 - Quality Assurance/Quality Control Program**

Consonor has a QA/QC Program that will assign a senior level engineer to review the entire draft PS&E (90% PS&E) package for uniformity, compatibility, and constructability. The review will include comparing plans for conflicts or

inconsistencies, and to assure that the final design is in accordance with all Environmental Documents, Project Report, permit requirements, drainage reports, and geotechnical recommendations. The specifications and estimate will be reviewed for consistency with the plans, and to assure that each construction item has been covered.

### **Task 7.8 - Submit 90% Draft PS&E**

Consonor will prepare and submit 90% PS&E to the County for review.

### **Task 7.9 - 100%/Final Bid Documents (Signed PS&E) Submittal**

The 90% plans will be reviewed and approved by the County to authorize the production of 100%/final bid documents. This phase will incorporate comments from the draft plans, specifications, and estimate and produces final plans, specifications, and estimate ready for advertisement. Upon receiving comments from the County, each comment will be reviewed, discussed and addressed in writing. All apparent conflicts will be resolved in person or via telephone/email as necessary. Final signed set of plans, specifications, and estimate will be provided to the County for project advertisement and bidding.

### **Deliverables**

- Responses to all County comments from 65% review
- Independent Check of Project Plans at 65% design
- 90% PS&E
- QA/QC of 90% PS&E
- 100%/Final Signed PS&E

## **Task 8 – Right-of-Way Support Services (Optional)**

As needed, BRI is available to provide expertise in all phases of right-of-way services, from capital cost estimates through possession and the close of escrow. BRI's tasks may include right-of-way management, the preparation of federally compliant USPAP appraisal reports for the portions of each parcel to be acquired, good-faith negotiations, and the acquisition of the necessary rights, followed by escrow coordination, closing, and Caltrans certification.

**Right-of-Way Management:** Project Management will include budget and cost controls, scheduling, progress reporting, risk management, QA/QC, and making recommendations on right-of-way issues.

**Deliverables:** Bi-weekly updates; attendance at project meetings as required.

**Restricted Appraisal Services:** BRI will prepare a restricted appraisal for the portion of each ownership or parcel to be acquired (including temporary construction easements). The reports will be a limited narrative that will be prepared in conformance with and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute.

**Deliverables:** Electronic Restricted Appraisal Reports that meet all State and Federal Standards.

**Appraisal Review Services:** BRI has enlisted the expertise of Sierra West Valuation for Independent Appraisal Reviews. Upon completion of the review, the appraisal and a USPAP Standard 3 and 4 compliant review report will be provided and forwarded to the County for approval of Just Compensation.

**Deliverables:** Independent Appraisal Review Certificates.

**Acquisition Services:** Upon establishment of Just Compensation and approval to acquire from the County, BRI will develop the contract and conveyance documents necessary to make the offers and acquire the necessary rights. BRI will then convey documents until acceptance or impasse is reached. Finally, BRI will prepare a final file for each parcel, ensuring that it has been quality checked and meets State and Federal reporting requirements.

**Deliverables:** Acquisition of temporary and permanent property rights, with files on each negotiation, acquisition, and project settlement.

**Escrow Services:** BRI will deliver documents and checks to the escrow company, review all documents for submission to the escrow company, and review all final title and escrow documents. We will apply extensive acquisition experience so that the project acquires good title and property rights necessary for completion. BRI will coordinate escrow closings and file all applicable forms and documents with the County Assessor's office.

**Deliverables:** Preliminary Title Reports; Facilitate Title and Escrow support as outlined above.

**Caltrans Right-of-Way Certification:** BRI will coordinate with Caltrans District 1 to supply all required documentation for the draft and final Right-of-Way Certification Document 13-B at certification level 1 or 2.

**Deliverables:** One (1) draft and one (1) final Right-of-Way Certification Document 13-B at certification level 1 or 2.

### Task 9 – Reserved

Not used for this project.

### Assumptions and Exclusions

- Mendocino County will provide timely access to existing data, facilities, and project sites.
- Environmental and right-of-way support are contingent upon timely agency reviews and approvals.
- All design will conform to County standards and Caltrans specifications.
- Construction oversight is assumed to be managed by the County or its designated contractor.

## Schedule and Timeline

The project schedule is aligned with the HSIP Cycle 11 deadlines, with key milestones as follows:

Milestone	Date	Description
RFP Release	June 10, 2025	Project announcement and proposal solicitation
Proposal Due	July 21, 2025	Final proposal submission deadline
Contract Award	September 2025	County approval and contract execution
Project Kickoff	September 2025	Formal project initiation
Environmental Clearance	February 2026	Environmental approval obtained
Final PS&E	July 2026	Complete design documentation
Construction Notice to Proceed	Spring 2027	Construction begins
Construction Completion	Summer 2027	Project completion and closeout

*Note: Dates are preliminary and subject to adjustment upon contract approval.*

## Deliverables Summary

Deliverable	Timing
Project Kickoff Agenda and Minutes	Within 2 weeks of contract award
Survey Control and Geotechnical Reports	1-2 months after kickoff
Confirmation of Crash Analysis, Systemic Signage, and Pedestrian Improvement Needs	2 months after kickoff
Conceptual (35% Design)	3 months after kickoff
Environmental Documents	6 months after kickoff
Final Design Plans and Permits	7-10 months after kickoff
Construction Bid Package	11 months after kickoff
Construction Support and As-Built Plans	During construction and at project closeout

## EXHIBIT B

### PAYMENT TERMS

1. COUNTY shall pay CONSULTANT for all work required in the satisfactory completion of this Agreement in accordance with the attached Consultant Cost Proposal. Direct Labor Costs, Indirect Cost Rates and Fixed Fee may only be altered by approval from COUNTY and through a contract amendment.
2. CONSULTANT's statement of charges shall be submitted to COUNTY monthly.
3. The method of payment for this agreement is Actual Cost Plus Fixed-Fee.
4. Partial payments shall be made to CONSULTANT by COUNTY on a monthly basis in accordance with applicable charges for time-and-expense work that may be authorized by COUNTY. In no event shall the amount paid to CONSULTANT exceed the contract amount without prior written approval of COUNTY.
5. Payments for work completed by CONSULTANT will be made by COUNTY within 30 days of receipt of CONSULTANT's invoice.
6. CONSULTANT agrees that the cost principles and procedures of Title 48, Part 31, Code of Federal Regulations, shall be used to determine the allowability of individual items of cost.
7. CONSULTANT agrees to adhere to the following Invoicing Procedure:
  - CONSULTANT will prepare periodic invoices providing a summary of CONSULTANT's work, including covered dates of service, and copies of invoices from any subCONSULTANTS.
  - Invoices shall be consistent with the Local Assistance Procedures Manual, Chapter 10, Section 10.8 under "Invoicing (or Progress Payments)".
  - Invoices shall be similar in format to the Sample Invoice included in these Payment Terms, including subCONSULTANT invoices.
  - CONSULTANT must have incurred all costs included on an invoice before seeking reimbursement from COUNTY. Prepayments are not allowed.
  - CONSULTANT must pay subCONSULTANTS within 30 days of receipt of payment for each invoice.
  - The complete chain of charges through subCONSULTANT levels must follow through to the invoice to COUNTY.
  - Restaurant charges etc. shall be itemized. Invoices with just a total will be rejected.
  - COUNTY uses the *Ca/trans Consultant/Contractor Travel Policy* for reimbursements for travel expenses.
  - If an expense report is used, values on the report must match the receipts. Items on a receipt not listed for reimbursement must be crossed out and initialed by CONSULTANT seeking the reimbursement and the new total noted.
  - CONSULTANT must pay subCONSULTANTS within 30 days of receipt of payment for each invoice.

- Any re-submitted invoice shall be given a new invoice date. The same invoice number and date shall appear on each page of the invoice.
- All charges accumulated within COUNTY's fiscal year, July 1 through June 30, not previously invoiced, shall be invoiced, and received by COUNTY, by the second Friday of July.
- Cover letters, project updates etc. may be included with the invoice but not stapled to it.

## Consor Cost Proposal - Mendocino County Systemic Improvements and Sidewalks on Roadway Segments

Project Number / Project Number		Project Name: Mendocino County - Systemic		Tasks		Tasks		Consor Total Hours		Consor Total Dollars		Consor P/L Budget		NLF + Escalation		Task Hours		LACO (Survey)		Gallaway (Environmental)		ALTA Archaeological (Cultural)		Crawford & Associates (Geotechnical)		Bender Rosenthal (Right-of-Way) [Optional]		Subconsultant Subtotal	
No.	Initial Hourly Rate	Principal Engineer	Principal Engineer	Project Coordinator	Engineering Designer	Project Coordinator	Engineering Designer	Consor Labor Multiplier	Actual Labor Multiplier	Consor P/L Profit	Consor P/L Budget	Consor Labor Multiplier	Actual Labor Multiplier	Consor P/L Profit	Consor P/L Budget	Consor P/L Profit	Consor P/L Budget	Task Hours	Task Hours	LACO (Survey)	Gallaway (Environmental)	ALTA Archaeological (Cultural)	Crawford & Associates (Geotechnical)	Bender Rosenthal (Right-of-Way) [Optional]	Subconsultant Subtotal				
1.1	Kick off Meeting	12	12	12				36	\$2,423	\$7,105	\$852.63	\$7,958	\$8,157													\$0			
1.2	Preliminary Research	4	8	8				28	\$1,557	\$4,565	\$547.83	\$5,113	\$5,241													\$0			
1.3	Field Walk meeting (on site)	12	12	12				36	\$2,423	\$7,105	\$852.63	\$7,958	\$8,157													\$0			
1.4	PDT Meetings	24	16	8				56	\$2,825	\$11,215	\$1,345.76	\$12,550	\$12,875													\$0			
1.5	Project Management	160						80	\$18,561	\$54,424	\$6,530.88	\$60,955	\$62,481													\$27,135			
1.6	Public Outreach (Optional TBD if needed)							0	\$0	\$0	\$0.00	\$0	\$0													\$0			
2.0	Task 2: Survey and Mapping							0	\$0	\$0	\$0.00	\$0	\$0														\$0		
2.1	Topographic Survey & Mapping	4	16					20	\$1,187	\$3,461	\$417.73	\$3,899	\$3,996													\$95,000			
2.2	Right-of-Way Retracement Survey	4	8					12	\$780	\$2,286	\$274.32	\$2,560	\$2,624													\$20,483			
3.0	Task 3: Environmental Studies and Documentation							0	\$0	\$0	\$0.00	\$0	\$0													\$0			
3.1	Preliminary Environmental Study	4	2	8				38	\$1,917	\$5,622	\$674.61	\$6,296	\$6,454													\$39,521			
3.2	Natural Environmental Study - Minimal Impacts	4	12	12				28	\$1,454	\$4,262	\$511.49	\$4,774	\$4,893													\$33,178			
3.3	Delegation of Aquatic Resources	4	8					12	\$780	\$2,286	\$274.32	\$2,560	\$2,624													\$9,594			
3.4	Farmland Memo, Mapping and Form AD 1066	4	8					12	\$780	\$2,286	\$274.32	\$2,560	\$2,624													\$7,564			
3.5	Cultural Studies (APE Maps/ASR/HPSR)	8	2	8				26	\$1,662	\$4,874	\$594.89	\$5,459	\$5,596													\$35,307			
3.6	CEQA Categorical Exemption	2	2	8				12	\$791	\$2,319	\$278.22	\$2,597	\$2,662													\$5,342			
3.7	NEPA Categorical Exclusion	2	4					6	\$590	\$1,143	\$137.16	\$1,280	\$1,312													\$3,676			
3.8	404 - Clean Water Act / USACE Permit	4	8					12	\$780	\$2,286	\$274.32	\$2,560	\$2,624													\$7,280			
3.8	401 - Regional Water Quality Control Board	4	8					12	\$780	\$2,286	\$274.32	\$2,560	\$2,624													\$8,648			
3.9	1602 - Streambed Alteration Agreement / CDFW	4	8					12	\$780	\$2,286	\$274.32	\$2,560	\$2,624													\$8,648			
3.10	Compensatory Mitigation	2	8	8				18	\$907	\$2,660	\$319.18	\$2,979	\$3,034													\$3,623			
3.11	Environmental Commitment Record (ECR)	2	8	8				10	\$594	\$1,741	\$208.87	\$1,949	\$1,988													\$5,845			

## Consor Cost Proposal - Mendocino County Systemic Improvements and Sidewalks on Roadway Segments

Project Number / Project Number		Project Name: Mendocino County - Systemic		Task No.		Tasks		Principal Engineer		Principal Engineer		Project Coordinator		Consor Total Hours		Consor Total Dollars		Consor P/B Budget		NLF + Escalation		Task Cost		Task Hours		LACO (Survey)		Gallaway (Environmental)		ALTA Archaeological (Cultural)		Crawford & Associates (Geotechnical)		Bender Rosenthal (Right-of-Way) [Dphoria]		Subconsultant Subtotal			
4.0		Task 4: Geotechnical Investigation		4.1		Field Preparation and Permits		4								4		204		\$598		\$71.71		\$669		\$686		\$3,608											
4.2		Subsurface Exploration		8										8		408		\$1,195		\$143.41		\$1,339		\$1,372		\$5,389		\$3,389											
4.3		Laboratory Testing		2										2		102		\$299		\$35.85		\$335		\$343		\$623													
4.4		Geotechnical Memorandum		2		8										10		\$594		\$1,741		\$208.87		\$1,349		\$1,998		\$5,888		\$8,888									
4.5		Optional Geotechnical (or Advance Curve Warning Signs (TBD))														0		\$0		\$0		\$0		\$0		\$0													
7.0		Task 7: Project Design														0		\$0		\$0		\$0		\$0		\$271,163		1848											
7.1		Preliminary Project Design - 35% Plans & Estimate		16		8		120		80		112		100		436		\$21,195		\$62,147		\$7,457.61		\$69,604		\$71,346		\$0											
7.2		Right-of-way Needs		4		20		24								48		\$2,783		\$81,159		\$97,905		\$9,138		\$9,366		\$0											
7.3		65% Plans & Estimate Submittal		12		12		120		100		120		160		524		\$24,957		\$73,176		\$8,781.11		\$81,957		\$84,008		\$0											
7.4		Independent Design Check														60		60		\$2,924		\$8,573		\$1,028.74		\$9,602		\$9,842		\$0									
7.5		Quantities Check / Estimate		4		40		40								124		\$5,498		\$16,093		\$1,931.12		\$18,024		\$18,475		\$0											
7.6		Final Specifications		4		16		60								80		\$4,666		\$13,681		\$1,641.75		\$15,323		\$15,707		\$0											
7.7		QA/QC of 90%						24								24		\$2,365		\$6,936		\$832.28		\$7,768		\$7,962		\$0											
7.8		90% PS&E Submittal		8		4		60		60		80		212		\$9,568		\$28,055		\$3,366.63		\$31,422		\$32,208		\$0													
7.9		100% PS&E / Bid Ready		4		24		24								80		\$3,836		\$11,248		\$1,346.75		\$12,598		\$12,913		\$0											
7.10		Final Signed PS&E / Bid Ready Documents		4		20		20		16		60		0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0							
<b>Subtotal - Hours</b>		<b>0</b>		<b>322</b>		<b>58</b>		<b>610</b>		<b>444</b>		<b>420</b>		<b>60</b>		<b>80</b>		<b>2298</b>		<b>\$12,238.36</b>		<b>\$36,479.29</b>		<b>\$43,713.51</b>		<b>\$407,992.80</b>		<b>\$418,204</b>		<b>\$418,204</b>		<b>2298</b>		<b>0</b>					
<b>Anticipated Salary Increases</b>																																							
<b>Other Direct Costs</b>																																							
<b>Total Cost</b>																																							

**Exhibit 10-H1 Cost Proposal** Page 1 of 3**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

Project: Mendocino County - Systemic

Consultant Consor North America, Inc.

Project No. Project Number Contract No. Contract No Date 7/21/2025**DIRECT LABOR**

Classification/Title		Name	Initials	Hours	Initial Hourly Rate	Range	Total
Principal Engineer	*	Jurrens, Jason	JPJ	0	\$ 114.45	\$80 - \$170	\$ -
Principal Engineer		Sanchez, Michael	MAS	322	\$ 93.01	\$80 - \$170	\$ 29,948.90
Principal Engineer		Chase, Brian	BC	58	\$ 98.56	\$80 - \$170	\$ 5,716.48
Professional Engineer		Hayashi, Brad	BH	610	\$ 50.95	\$45 - \$100	\$ 31,079.50
Professional Engineer		Beltran, Kevin	KCB	304	\$ 57.98	\$45 - \$100	\$ 17,625.92
Engineering Designer		Galea, Elise	EG	444	\$ 39.19	\$35 - \$95	\$ 17,400.36
Engineering Designer		Borde, Andrew	AB	420	\$ 37.77	\$35 - \$95	\$ 15,863.40
Engineering Designer		Gutierrez Angel, Hernan	HGA	60	\$ 48.73	\$35 - \$95	\$ 2,923.80
Project Coordinator	** #	Project Coordinator	PrCo	80	\$ 46.00	\$40 - \$60	\$ 3,680.00
				0	\$ -	\$ -	\$ -
				0	\$ -	\$ -	\$ -
				0	\$ -	\$ -	\$ -
				Subtotal:	2298		\$ 124,238.36

**LABOR COSTS**

a) Subtotal Direct Labor Costs \$ 124,238.36  
 b) Anticipated Salary Increases (see page 2 for calculation) \$ 3,109.55  
 c) **Total Direct Labor Costs [(a) + (b)]** \$ 127,347.91

**INDIRECT COSTS**

d) Fringe Benefits (Rate: 62.25%): e) Total Fringe Benefits [(c) x (d)] \$ 79,274.07  
 -f) Overhead (Rate: 0.01%): g) Overhead [(c) x (f)] \$ (12.73)  
 h) General and Administrative (Rate: 130.97%): i) Gen & Admin [(c) x (h)] \$ 166,787.56  
 j) **Total Indirect Costs [(e) + (g) + (i)]** \$ 246,048.89  
 k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 12.00%** \$ 44,807.62

**FIXED FEE**

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	3000	Miles	\$ 0.700	\$ 2,100.00
Per Diem/Hotel		Day	\$ -	\$ -
Equipment Rental and Supplies		EA	\$ -	\$ -
Permit Fees		EA	\$ -	\$ -
Vendor Reproduction			\$ -	
Vellum	EA		\$ -	
81/2 X 11 Reproduction	EA		\$ -	
11 X 17 Reproduction	EA		\$ -	
Mounting Boards for Presentations	EA		\$ -	
Newsletters (Translation and printing)	EA		\$ -	
Title Report		EA	\$ -	
Miscellaneous			\$ -	

l) TOTAL OTHER DIRECT COSTS \$ 2,100.00

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

LACO (Survey)	\$ 120,981.37
Gallaway (Environmental)	\$ 165,591.04
ALTA Archaeological Consulting (Cultural)	\$ 35,307.19
Crawford & Associates (Geotech)	\$ 25,688.65
Bender Rosenthal (Right-of-Way) [Optional]	\$ -
0	\$ -
0	\$ -
0	\$ -
0	\$ -

m) TOTAL SUBCONSULTANTS' COSTS \$ 347,568.25

n) Total Other Direct Costs INCLUDING SUBCONSULTANTS [(l)+(m)] \$ 349,668.25

TOTAL COST [(c) + (j) + (k) + (n)] \$ 767,872.67

## NOTES:

1. Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall remain fixed for the life of the contract.
3. Anticipated salary increases calculation (page 2) must accompany.
4. "Range" shown for initial salary at time of cost submittal. This is subject to escalation.
5. Employees considered "Non-Exempt" are marked with a "#" and are eligible for overtime (1.5X for overtime and 2.0X for double overtime) as applicable.

**Exhibit 10-H1 Cost Proposal** Page 2 of 3**Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price Contracts**  
(Calculations for Anticipated Salary Increases)**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$ 124,238.36	2298	= \$54.06	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate	Proposed Escalation		
Year 1	\$54.06	+ 5%	=	Year 2 Avg Hourly Rate
Year 2	\$56.77	+ 5%	=	Year 3 Avg Hourly Rate
Year 3	\$59.61	+ 5%	=	Year 4 Avg Hourly Rate
Year 4	\$62.59	+ 5%	=	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year	Total Hours per Cost Proposal	Total Hours per Year	
Year 1	50.00%	* 2298	= 1149	Estimated Hours Year 1
Year 2	50.00%	* 2298	= 1149	Estimated Hours Year 2
Year 3	0.00%	* 2298	= 0	Estimated Hours Year 3
Year 4	0.00%	* 2298	= 0	Estimated Hours Year 4
Year 5	0.00%	* 2298	= 0	Estimated Hours Year 5
	Total	Total	= 2298	

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

	Avg Hourly Rate (calculated above)	Estimated hours (calculated above)	Cost per Year	
Year 1	\$54.06	* 1149	= \$62,119.18	Estimated Hours Year 1
Year 2	\$56.77	* 1149	= \$65,228.73	Estimated Hours Year 2
Year 3	\$59.61	* 0	= \$0.00	Estimated Hours Year 3
Year 4	\$62.59	* 0	= \$0.00	Estimated Hours Year 4
Year 5	\$65.72	* 0	= \$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation		= \$127,347.91	
	Direct Labor Subtotal before Escalation		= \$124,238.36	
	Estimated total of Direct Labor Salary Increase		= <b>\$3,109.55</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.  $\$250,000 \times 2\% \times 5 \text{ yrs} = \$25,000$  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.

**Exhibit 10-H1 Cost Proposal** Page 3 of 3**Certification of Direct Costs:**

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

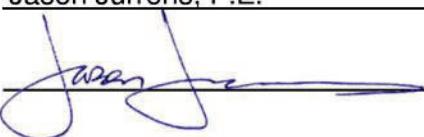
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112 - Letting of Contracts](#)
4. [48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures](#)
5. [23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service](#)
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board \(when applicable\)](#)

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

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

**Prime Consultant or Subconsultant Certifying:**

Name: Jason Jurrens, P.E. Title \*: Regional Manager

Signature :  Date of Certification (mm/dd/yyyy): 7/21/2025

Email: jason.jurrens@consoreng.com Phone Number: 916.368.9181

Address: 2868 Prospect Park Dr, Suite 250, 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:**

Engineering Design Services. Crosswalk Signal Design and Construction Support Services. Optional Drainage Design.

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

Note: Mark-ups are Not Allowed

X Prime Consultant

Subconsultant

2nd Tier Subconsultant

Consultant

Project No.

LACO Associates

Contract No.

Date

**DIRECT LABOR**

Classification/Title	Name	hours	Actual Hourly Rate	Total
Principal Surveyor	Chad Mosier	36	\$75.00	\$2,700.00
Professional Surveyor	Matt Hennan	200	\$69.71	\$13,942.00
Survey Chief	Evan Trumper	93	\$44.00	\$4,092.00
Survey Rodman	James Cole	93	\$42.00	\$3,906.00
Survey Technician 1	Evan Trumper	160	\$44.00	\$7,040.00
Survey Technician 2	James Cole	22	\$42.00	\$924.00
Principal Engineer 3	Name7	0	\$0.00	\$0.00
Professional Engineer 3	Name8	0	\$0.00	\$0.00
Senior CAD Designer 1	Name9	0	\$0.00	\$0.00
Engineering Designer 3	Name 10	0	\$0.00	\$0.00
Engineering Designer 4	Name 11	0	\$0.00	\$0.00
Principal Engineer 5	Name12	0	\$0.00	\$0.00
Professional Engineer 6	Name 13	0	\$0.00	\$0.00
Senior CAD Designer 3	Name 14	0	\$0.00	\$0.00
Admin I	Name 15	0	\$0.00	\$0.00

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**LABOR COSTS**

a) Subtotal Direct Labor Costs		\$32,604.00
b) Anticipated Salary Increases		\$0.00
<b>c) TOTAL DIRECT LABOR COSTS [(a)+(b)]</b>		<b>\$32,604.00</b>

**INDIRECT COSTS**

d) Fringe Benefits	(Rate: 60.00%)	e) Total Fringe Benefits [(c) x (d)]	\$19,562.40
f) Overhead	(Rate: 101.00%)	g) Overhead [(c) x (f)]	\$32,930.04
h) General and Administrative	(Rate: 61.00%)	i) Gen & Admin [(c) x (h)]	\$19,888.44
	<b>222.00%</b>	<b>j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]</b>	<b>\$72,380.88</b>
<b>FIXED FEE</b>	<b>10.00%</b>	<b>k) TOTAL FIXED FEE [(c) + (j)] x (q)]</b>	<b>\$10,498.49</b>

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	1040	Miles	\$ 0.700	\$ 728.00
Equipment - Survey		LS	\$ 1,500.00	\$ 1,500.00
Equipment - Survey	II	LS	\$ 70.00	\$ 770.00
ODC3	0	LS	\$ 1.00	\$
ODC4	0	LS	\$ 1.00	\$
			<b>0</b>	<b>\$ 2,998.00</b>

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

Aerotax		\$2,500.00
Sub 2		
Sub 2		
Sub 4		
Sub 5		
Sub 6		
<b>m) TOTAL SUBCONSULTANTS' COSTS</b>		<b>\$2,500.00</b>

**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** **\$5,498.00**

**TOTAL COST [(c) + (j) + (k) + (n)]** **\$120,981.37**

NOTES:

1. Key personnel must be marked with an asterisk(\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost 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 accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

**EXHIBIT 10-HI COST PROPOSAL** Page 2 of3  
**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

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

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$32,604.00	604	\$53.98	Year 1 Avg Hourly Rate

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

Avg Hourly Rate	Proposed Escalation		
Year 1 \$53.98	+	3.5%	Year 2 Avg Hourly Rate
Year 2 \$55.87	+	3.5%	Year 3 Avg Hourly Rate
Year 3 \$57.82	+	3.5%	Year 4 Avg Hourly Rate
Year4 \$59.85	+	3.5%	Year 5 Avg Hourly Rate
Year 5 \$61.94	+	3.5%	Year 6 Avg Hourly Rate
Year 6 \$64.11	+	3.5%	Year 7 Avg Hourly Rate

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

Estimated% Completed Each Year	Total Hours per Cost Proposal	Total Hours per Year	
Year 1 100.00%	604.0	604.0	Estimated Hours Year 1
Year 2 0.00%	604.0	0.0	Estimated Hours Year 2
Year 3 0.00%	604.0	0.0	Estimated Hours Year 3
Year4 0.00%	604.0	0.0	Estimated Hours Year 4
Year 5 0.00%	604.0	0.0	Estimated Hours Year 5
Year 6 0.00%	604.0	0.0	Estimated Hours Year 6
Total 100%	Total	604.0	

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

Avg Hourly Rate (calculated above)	Estimated hours (calculated above)	Cost per Year	
Year I \$53.98	604.0	\$32,604.00	Estimated Hours Year 1
Year 2 \$55.87	0.0	\$0.00	Estimated Hours Year 2
Year 3 \$57.82	0.0	\$0.00	Estimated Hours Year 3
Year4 \$59.85	0.0	\$0.00	Estimated Hours Year 4
Year 5 \$61.94	0.0	\$0.00	Estimated Hours Year 5
Year 6 \$64.11	0.0	\$0.00	Estimated Hours Year 6
Total Direct Labor Cost with Escalation		\$32,604.00	
Direct Labor Subtotal before Escalation		\$32,604.00	
Estimated total of Direct Labor Salary Increase		<b>\$0.00</b>	Transfer to Page 1

NU 1b 12

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, allowable, 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
- 6 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

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

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

**Prime Consultant or Subconsultant Certifying:**

Name:	Chad C. Mosier	Title *:	VP Land Surveying Services
Signature:	 <small>Digital signature by Chad Mosier DN: C US: E:mosier@lacoassociates.com CN: Chad Mosier Date: 2025-07-17 16:36:13-07'00'</small>	Date of Certification (mm/dd/yyyy):	July 17, 2025
Email:	<a href="mailto:mosierc@lacoassociates.com">mosierc@lacoassociates.com</a>	Phone Number:	707-525-1222
Address:	1550 Airport Blvd #120, Santa Rosa, CA 95403		

\*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:

Note: Mark-ups are Not Allowed

 Prime Consultant Subconsultant 2nd Tier SubconsultantConsultant: **Gallaway Enterprises**Project No. **Mendocino HSIP** Contract No. \_\_\_\_\_ Date **7/17/2025****DIRECT LABOR**

Classification/Title	Name	Range	Hours	Actual Hourly Rate	Total
Environmental Project Manager	Kevin Sevier		326	\$46	\$14,996.00
Senior Biologist	Jessica Sellers		160	\$35	\$5,600.00
Assistant Environmental Project Manager / Associate Planner	Anthony MacLaughlin		498	\$42	\$20,916.00
Associate Biologist	Nick Perazzo		12	\$31	\$372.00
Senior Botanist	Cheryl Ballintyne		158	\$33	\$5,214.00
Clerical	Ganna Kleppe		36	\$28	\$1,008.00

**LABOR COSTS**

a) Subtotal Direct Labor Costs	\$48,106.00
b) Anticipated Salary Increases (see page 2 for calculation)	\$ 1,202.65
<b>c) TOTAL DIRECT LABOR COSTS [(a) + (b)]</b>	<b>\$49,308.65</b>

**INDIRECT COSTS**

d) Fringe Benefits (Rate: <u>41.74%</u> )	e) Total Fringe Benefits [(c) x (d)] <u>\$ 20,581.43</u>
f) Overhead & G&A (Rate: <u>158.80%</u> )	g) Overhead [(c) x (f)] <u>\$ 78,302.14</u>
h) General & Admin (Rate: <u>                  </u> )	i) Gen & Admin [(c) x (h)] <u>\$ -</u>
	<b>j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 98,883.57</b>
<b>FIXED FEE</b>	<b>k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10% \$ 14,819.22</b>

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

Description of Item	Quantity	Unit	Unit Cost	Total
Gallaway Fuel for travel (miles)	2400	1.00	\$ 0.70	\$ 1,680.00
lodging	6	1.00	\$ 150.00	\$ 900.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<b>I) TOTAL OTHER DIRECT COSTS</b>	<b>\$ 2,580.00</b>			

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

Subconsultant 1:	\$0.00
Subconsultant 2:	
Subconsultant 3:	
Subconsultant 4:	

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

n) <b>TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(I) + (m)]</b>	<b>\$ 2,580.00</b>
<b>TOTAL COST [(c) + (j) + (k) + (n)]</b>	<b>\$ 165,591.44</b>

## CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant Gallaway Enterprises

Project No. Crawford - Covelo

Contract No. \_\_\_\_\_

Date 6/25/2025

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

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$ 48,106.00	1190	= \$ 40.43	Year 1 Avg Hourly Rate

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

Avg Hourly Rate	Proposed Escalation		
\$ 40.43	+ 5%	=	\$ 42.45 Year 2 Avg Hourly Rate
\$ 42.45	+ 5%	=	\$ 44.57 Year 3 Avg Hourly Rate
\$ 44.57	+ 5%	=	\$ 46.80 Year 4 Avg Hourly Rate
\$ 46.80	+ 5%	=	\$ 49.14 Year 5 Avg Hourly Rate

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

Estimated % Completed Each Year	Total Hours per Cost Proposal	Total Hours per Year	
50.00%	1190.0	= 595.0	Estimated Hours Year 1
50.00%	1190.0	= 595.0	Estimated Hours Year 2
0.00%	1190.0	= 0.0	Estimated Hours Year 3
0.00%	1190.0	= 0.0	Estimated Hours Year 4
0.00%	1190.0	= 0.0	Estimated Hours Year 5
Total 100%	Total	= 1190.0	

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

Avg Hourly Rate (calculated above)	Estimated hours (calculated above)	Cost per Year
\$ 40.43	*	\$ 24,053.00 Estimated Hours Year 1
\$ 42.45	*	\$ 25,255.65 Estimated Hours Year 2
\$ 44.57	*	\$ - Estimated Hours Year 3
\$ 46.80	*	\$ - Estimated Hours Year 4
\$ -	*	\$ - Estimated Hours Year 5
Total Direct Labor Cost with Escalation		= \$ 49,308.65
Direct Labor Subtotal before Escalation		= \$ 48,106.00
Estimated total of Direct Labor Salary Increase		= \$ 1,202.65 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.  $\$250,000 \times 2\% \times 5 \text{ yrs} = \$25,000$  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, allowable, 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
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

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

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

### **Prime Consultant or Subconsultant Certifying:**

Name: Kevin Sevier

Title \*: Vice President

Signature: 

Date of Certification: 6/25/2025

Email: [kevin@gallawayenterprises.com](mailto:kevin@gallawayenterprises.com)

Phone number: 530-332-9909

Address: 117 Meyers Street suite 120 Chico, CA 95928

\* 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 consulting in support of CEQA and NEPA



**ALTA2025 Consor HSIP Mendocino**

<b>Labor Class</b>	<b>Rate</b>	<b>Task 1</b>	<b>Task 2</b>	<b>Task 3</b>	<b>Task 4</b>	<b>Task 5</b>	<b>Task 6</b>	<b>Total</b>	<b>Cost</b>
Principal Investigator A	\$ 250.00	3.0		2.0	1.0	1.0	6.0	13.0	\$ 3,250.00
Principal Investigator B	\$ 195.37	5.0	8.0	20.0	10.0		40.0	83.0	\$ 16,215.71
GIS Specialist A	\$ 122.10	8.0	40.0			8.0	8.0	64.0	\$ 7,814.40
Archaeologist A	\$ 100.53					24.00	12.0	36.0	\$ 3,619.08
<b>Total Labor Cost</b>									<b>\$ 30,899.19</b>
<b>Expense Category</b>									
Travel (mileage)	0.70					540.0		540	\$ 378.00
Tribal monitor	100.00					24.0		24.0	\$ 2,400.00
Subsistence	260.00					3.0		3.0	\$ 780.00
NWIC	200.00			4.0				4.0	\$ 800.00
GPS (Trimble Geo7x)	50.00					1.0		1	\$ 50.00
<b>Total Expenses Cost:</b>									<b>\$ 4,408.00</b>
<b>GRAND TOTAL</b>									<b>\$ 35,307.19</b>

Task 1-- Kick off  
 Task 2-- Prepare APE MAP  
 Task 3-- Background  
 Task 4-- NA Outreach  
 Task 5-- Survey  
 Task 6-- ASR/HPSR



Crawford & Associates, Inc. - Tasks and Descriptions

Overtime and Graveyard Charges May Apply  
(\*) Indicates Key Staff  
(\*\*) Indicates Prevailing Wage Classifications

**COST PROPOSAL 1**  
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

Mark-ups Not Allowed

Prime Consultant  Subconsultant  2nd Tier Subconsultant

Consultant Crawford & Associates, Inc.

Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_ Date 6/25/2025

Project Name Systemic Improvements and Sidewalks on Mendocino County Roadway Segments

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal *	TBD	0	\$76.90	\$ -
Senior Project Manager *	TBD	4	\$71.90	\$ 287.60
Construction Services Director *	TBD	0	\$69.97	\$ -
Project Manager II	TBD	0	\$66.99	\$ -
Project Manager I	TBD	9	\$61.60	\$ 554.40
Senior Engineer II	TBD	3	\$61.00	\$ 183.00
Senior Engineer I	TBD	0	\$57.42	\$ -
Senior Geologist	TBD	0	\$50.50	\$ -
Project Engineer III / Geologist III	TBD	0	\$47.60	\$ -
Project Engineer II / Geologist II	TBD	16	\$44.92	\$ 718.72
Project Engineer I / Geologist I	TBD	34	\$41.33	\$ 1,405.22
Staff Engineer / Geologist	TBD	4	\$33.79	\$ 135.16
Drafter	TBD	6	\$32.50	\$ 195.00
Project Coordinator	TBD	5	\$40.00	\$ 200.00
Administrative Assistant	TBD	2	\$31.00	\$ 62.00
Special Inspector	TBD	0	\$38.00	\$ -
Senior Technician	TBD	0	\$33.50	\$ -
Staff Technician	TBD	0	\$30.50	\$ -
Special Inspector I (Masonry) **	TBD	0	\$53.75	\$ -
Special Inspector II (Welding) **	TBD	0	\$53.75	\$ -
Laborer Technician **	TBD	16	\$38.75	\$ 620.00
Soils/Asphalt Technician **	TBD	0	\$51.25	\$ -
Concrete Technician **	TBD	0	\$47.00	\$ -

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**LABOR COSTS**

a) Subtotal Direct Labor Costs	\$ 4,361.10
b) Anticipated Salary Increases (see page 2 for calculation)	\$ 109.03

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \$ 4,470.13

**INDIRECT COSTS**

d) Fringe Benefits	Rate: 76.88%	e) Total Fringe Benefits [(c) x (d)] \$ 3,436.63
f) Overhead	Rate: 126.37%	g) Overhead [(c) x (f)] \$ 5,648.90
h) General & Administrative	Rate: 20.00%	i) Gen & Admin [(c) x (h)] \$ 894.03

Combined ICR %: 223.25%

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] \$ 9,979.56

FIXED FEE k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee 10% \$ 1,444.97

**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	560	Mile	\$ 0.70	\$ 392.00
Vehicle Charge	4	Day	\$ 25.00	\$ 100.00
Per Diem (Lodging)	2	Day	\$ 110.00	\$ 220.00
Per Diem (Meals)	2	Day	\$ 68.00	\$ 136.00
Traffic Control - Major (DBE)	1	Day	\$ 2,000.00	\$ 2,000.00
Traffic Control - Minor (DBE)	1	Day	\$ 1,500.00	\$ 1,500.00
Core Machine with Generator **	1	Day	\$ 2,700.00	\$ 2,700.00
Core Machine Bit	6	Inch	\$ 3.00	\$ 18.00
Wildcat DCP Tips	0	Each	\$ 21.00	\$ -
Hand Auger **	2	Day	\$ 210.00	\$ 420.00
Backfill	2	Bag	\$ 9.00	\$ 18.00
Laboratory Testing	1	Lump Sum	\$ 2,290.00	\$ 2,290.00
				<u>\$ 9,794.00</u>

**m) SUBCONSULTANT'S COSTS (Add additional pages if necessary)**

Subconsultant 1: \$ -

Subconsultant 2: \$ -

m) **TOTAL SUBCONSULTANT'S COSTS** \$ -

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l) + (m)] \$ 9,794.00

**TOTAL COST** [(c) + (j) + (k) + (n)] \$ 25,688.66

## CALCULATIONS FOR ANTICIPATED SALARY INCREASE

## 1. Calculate Average Hourly Rate for 1st Year of the Contract (Direct labor subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$4,361.10	99	= 44.05151515	Year 1 Avg Hourly Rate

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

Avg Hourly Rate	Proposed Escalation				
Year 1 \$44.05	+	5.0%	=	\$46.25	Year 2 Avg Hourly Rate
Year 2 \$46.25	+	5.0%	=	\$48.57	Year 3 Avg Hourly Rate
Year 3 \$48.57	+	5.0%	=	\$51.00	Year 4 Avg Hourly Rate
Year 4 \$51.00	+	5.0%	=	\$53.54	Year 5 Avg Hourly Rate

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

Estimated % Completed Each Year	Total Hours per Cost Proposal	Total Hours per Year	
Year 1 50%	*	99	= 49.50 Est Hours Year 1
Year 2 50%	*	99	= 49.50 Est Hours Year 2
Year 3 0%	*	99	= 0.00 Est Hours Year 3
Year 4 0%	*	99	= 0.00 Est Hours Year 4
Year 5 0%	*	99	= 0.00 Est Hours Year 5
Total 100%	Total	= 99.00	

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

Avg Hourly Rate (calculated above)	Estimated hours (calculated above)	Cost per Year	
Year 1 \$44.05	*	50	= \$2,180.55 Est Hours Year 1
Year 2 \$46.25	*	50	= \$2,289.58 Est Hours Year 2
Year 3 \$48.57	*	0	= \$0.00 Est Hours Year 3
Year 4 \$51.00	*	0	= \$0.00 Est Hours Year 4
Year 5 \$53.54	*	0	= \$0.00 Est Hours Year 5
Total Direct Labor Cost with Escalation		= \$4,470.13	
Direct Labor Subtotal before Escalation		= \$4,361.10	
<b>Estimated Total of Direct Labor Salary Increase</b>		= <b>\$109.03</b>	(Transfers 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.  $\$250,000 \times 2\% \times 5 \text{ years} = \$25,000$  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, allowable, 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
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board

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 Direct Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Benjamin D. Crawford Title \*: President

Signature :  Date of Certification: 6/25/2025

Email: [ben.crawford@crawford-inc.com](mailto:ben.crawford@crawford-inc.com) Phone Number: (916) 455-4225

Address: Crawford & Associates, Inc., 4701 Freeport Blvd., Sacramento, CA 95822

\*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:

**Geotechnical Engineering Services**

## **EXHIBIT C**

### **INSURANCE REQUIREMENTS**

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, CONSULTANT's indemnity obligations under Paragraph 2 of this Agreement.

CONSULTANT shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONSULTANT shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

**[END OF INSURANCE REQUIREMENTS]**

## EXHIBIT D

### MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please email  
[Auditorap@mendocinocounty.gov](mailto:Auditorap@mendocinocounty.gov)

[END OF MENDOCINO COUNTY EPAYABLES INFORMATION]

## EXHIBIT E

### Exhibit 10-R: A&E BOILERPLATE AGREEMENT LANGUAGE

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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, COUNTY:

The name of the "CONSULTANT" is as follows:  
Consort North America, Inc.

Incorporated in the State of California  
The Project Manager for the "CONSULTANT" will be Mike Sanchez

The name of the "COUNTY" is as follows:  
Mendocino County Department of Transportation

The Contract Administrator for COUNTY will be Tyler Franz

## **ARTICLE II CONSULTANT'S REPORTS OR MEETINGS**

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

B. CONSULTANT's Project Manager shall meet with COUNTY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

## **ARTICLE III STATEMENT OF WORK**

See Exhibit A, Definition of Services, of the Agreement

## **ARTICLE IV PERFORMANCE PERIOD**

A. This AGREEMENT shall go into effect on November 18, 2025, contingent upon approval by COUNTY, and CONSULTANT shall commence work after notification to proceed by COUNTY'S Contract Administrator. The AGREEMENT shall end on December 31, 2026, unless extended by AGREEMENT amendment.

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

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

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. COUNTY 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 COUNTY's approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by COUNTY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as

specified in Paragraph "I" 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, COUNTY will pay CONSULTANT a fixed fee of \$44,807.62. 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.
- 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, COUNTY 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 COUNTY'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 COUNTY 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 COUNTY's Contract Administrator at the following address:

*Mendocino County Department of Transportation  
Attn: Tyler Franz  
340 Lake Mendocino Drive, Ukiah, CA 95482*

- I. The total amount payable by COUNTY including the fixed fee shall not exceed \$768,000.
- 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.
- K. CONSULTANT will be reimbursed within thirty (30) days upon receipt by COUNTY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty

(30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due COUNTY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

*Mendocino County Department of Transportation  
Attn: Tyler Franz  
340 Lake Mendocino Drive, Ukiah, CA 95482*

or emailed to: DOTinvoices@mendocinocounty.gov.

## **ARTICLE VI TERMINATION**

- A. This AGREEMENT may be terminated by COUNTY, provided that COUNTY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, COUNTY 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. COUNTY may temporarily suspend this AGREEMENT, at no additional cost to COUNTY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If COUNTY 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.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to COUNTY for damages sustained by County by virtue of any breach of this AGREEMENT by CONSULTANT, and County may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due County from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, COUNTY 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. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to COUNTY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of

Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

## **ARTICLE VIII RETENTION OF RECORD/AUDITS**

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and COUNTY 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 and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. COUNTY, 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 COUNTY'S Auditor.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by COUNTY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse 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 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, COUNTY, 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 COUNTY 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 COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, COUNTY 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 COUNTY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the 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, COUNTY 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 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 COUNTY 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 COUNTY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO COUNTY 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 COUNTY 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 the COUNTY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to

be as fully responsible to the COUNTY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the COUNTY's obligation to make payments to the CONSULTANT.

- B. The 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 COUNTY 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 the CONSULTANT by the COUNTY.
- E. Any substitution of Subconsultants must be approved in writing by the COUNTY 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

The COUNTY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the COUNTY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The COUNTY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. 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 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 COUNTY'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 COUNTY'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 with funds provided under the terms 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, COUNTY 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 COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If 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 COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY.
  2. Regulation 2 CFR 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 COUNTY construction sites, at COUNTY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve COUNTY 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 COUNTY 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 COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to COUNTY, 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 COUNTY 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 COUNTY 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 COUNTY 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 COUNTY, 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 COUNTY 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 COUNTY 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 COUNTY 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 CONSULTANT of the project is not liable for the penalties described above unless the CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the 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, COUNTY 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 COUNTY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if COUNTY 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 COUNTY.

#### G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the COUNTY, 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 COUNTY that may have an impact upon the outcome of this

AGREEMENT or any ensuing COUNTY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing COUNTY construction project which will follow.

- B. CONSULTANT certifies that it has disclosed to COUNTY 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 COUNTY 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 COUNTY 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**

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

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

- A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
  - 1. No State, Federal, or COUNTY appropriated funds have been paid or will be paid, by or on behalf of 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. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 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 et seq.), the applicable regulations promulgated there under (2CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by COUNTY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, 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 COUNTY 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 COUNTY 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 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 COUNTY 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. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT 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 COUNTY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

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

This Article has been deleted as a result of the U.S. Department of Transportation's interim final rule (IFR) effective October 3, 2025 modifying the Disadvantaged Business Enterprise (DBE) program (49 CFR 26).

## **ARTICLE XIX INSURANCE**

See Exhibit C, Insurance Requirements, of the Agreement.

## **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 COUNTY 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 COUNTY 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. COUNTY has the option to terminate the AGREEMENT pursuant to Article VI Termination, 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 COUNTY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by COUNTY'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, COUNTY 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 COUNTY's Contract Administrator and Howard N. Dashiell, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse 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 COUNTY, 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 COUNTY Safety Officer and other COUNTY 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 Vehicle Code §591, COUNTY 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 County, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, County shall be entitled to, and CONSULTANT shall deliver to County, 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 County which is in CONSULTANT's possession. 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 County.

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 County without restriction or limitation upon its use or dissemination by County.

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 Contract. Any reuse by County for another project or project location shall be at County'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. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

## **ARTICLE XXVII CLAIMS FILED BY COUNTY's CONSTRUCTION CONTRACTOR**

- A. If claims are filed by COUNTY'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 COUNTY'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 COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COUNTY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.
- C. Services of CONSULTANT's personnel in connection with COUNTY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this 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 COUNTY's operations, which are designated confidential by COUNTY 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 COUNTY 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 COUNTY's actions on the same, except to COUNTY'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 COUNTY, and receipt of COUNTY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than COUNTY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are

confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of County or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, County has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, County's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

## **ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code §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 COUNTY. 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**

### **A. PROMPT PAYMENT FROM COUNTY TO CONSULTANT**

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

- (1) The COUNTY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
- (2) The COUNTY must return any payment request deemed improper by the COUNTY to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

### **B. PROMPT PAYMENT CERTIFICATION**

For projects awarded on or after September 1, 2023: the CONSULTANT must now submit Exhibit 9-P to the COUNTY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The COUNTY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms.

## ARTICLE XXXII TITLE VI ASSURANCES

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

#### 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 THE ACTIVITY, 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 or 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**

See Clause 10, Notices, of the Agreement.

### **ARTICLE XXXIV CONTRACT**

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named COUNTY, 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 on page 3 of the agreement.