

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Wood Rodgers, 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 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 A&E Boilerplate Language For Local Assistance Federal-Aid Projects

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, 2032.

The compensation payable to CONSULTANT hereunder shall not exceed One Million Three-Hundred Thousand Dollars (\$1,300,000) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: 
HOWARD N. DASHIELL, Director
TRANSPORTATION

Date: April 9, 2026

Budgeted: Yes No

Budget Unit: 3041

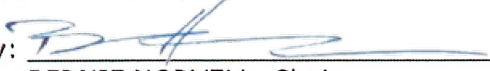
Line Item: 86-2184

Org/Object Code: RB

Grant: Yes No

Grant No.: FHWA #BRLO-5910(147)


COUNTY OF MENDOCINO

By: 
BERNIE NORVELL, Chair
BOARD OF SUPERVISORS

Date: 05/05/2026

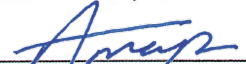
ATTEST:

DARCIE ANTLE, Clerk of said Board

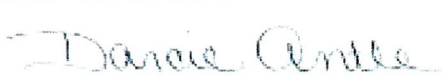
By: 
Deputy 05/05/2026

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

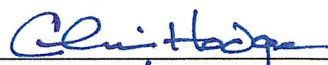
By: 
Deputy 05/05/2026

INSURANCE REVIEW:

By: 
Risk Management

Date: 04/17/2026

CONSULTANT/COMPANY NAME

By: 
SIGNATURE / WOOD RODGERS, INC.

Date: APRIL 21, 2026

NAME AND ADDRESS OF CONSULTANT:

Wood Rodgers, Inc.

3301 C Street, Bldg 100-B

Sacramento, CA 95816

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: 04/17/2026

EXECUTIVE OFFICE/FISCAL REVIEW:

By: 
Deputy CEO or Designee

Date: 04/17/2026

Signatory Authority: \$0-25,000 Department; \$25,001- 75,000 Purchasing Agent; \$75,001+ Board of Supervisors
Exception to Bid Process Required/Completed _____
Mendocino County Business License: Valid
Exempt Pursuant to MCC Section: _____

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
Ukiah, CA 95482
Attn: Rygg Larsen

To CONSULTANT: Wood Rodgers
3741 Douglas Blvd Suite 150
Roseville, CA 95661
Attn: Stacey Randall

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 to 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 \$1,300,000 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 on 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 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:

The Scope of Work developed by CONSUTLANT and agreed upon by COUNTY during contract negotiations will be included in its entirety here under "Exhibit A – Definition of Services" and is attached in the following pages.

SCOPE OF SERVICES

The bridge over Sherwood Creek on Fort Bragg – Sherwood Road (10C0079) is a flatcar and timber-deck bridge built in 1965. Given the bridge’s rural context, access constraints, environmental sensitivities (including proximity to salmonid-bearing streams), and community reliance on Sherwood Road as an emergency route, the replacement project will require thoughtful engineering that balances safety, durability, constructability, and minimal environmental disruption.

The Project will be funded with Federal, State, and Local dollars through the Federal Highway Administration’s (FHWA) Highway Bridge Program (HBP), requiring CONSULTANT to follow all pertinent local, State, and Federal laws and regulations.

In general, this scope consists of CONSULTANT providing COUNTY professional engineering design services for the Fort Bragg – Sherwood Rd Replacement Project over Sherwood Creek Bridge. The scope of the services includes, but is not limited to, environmental clearances, permitting, structural engineering and bridge design, right of way engineering, and construction design support.

It is understood that the services covered under this contract are design professional services and will be performed under the responsible charge of a Registered Engineer in the State of California. It is also understood that all work performed under this contract is performed by CONSULTANT, whether it be by CONSULTANT or a subCONSULTANT under contract to CONSULTANT.

The work shall comply with the requirements of all the following without limitation, and shall apply to this RFP and any subsequent contract as though incorporated herein by reference:

- Federal laws
- State laws
- Local laws
- Rules and regulations of governing utility districts
- Rules and regulations of other authorities with jurisdiction over the procurement of products

All work shall be performed under the guidance of the *Local Assistance Procedures Manual* and the *Local Assistance Program Guidelines* as well as all current design standards applicable to the project.

Project duration through PS&E is assumed to be no more than 60 months. The actual costs may differ from task to task from that proposed in the fee, but the overall fee will not be exceeded unless additional work is requested and approved by the County, and fee for any such additional work be negotiated prior to work being performed. Written approval from the COUNTY is required prior to CONSULTANT performing work on optional tasks outlined below.

Task numbers are for the organization of work as well as management of COUNTY's program for all federally funded projects. As a result, no task numbers may be added, removed, or changed without prior COUNTY approval.

CONSULTANT shall provide the following services including, but not limited to, the following Scope of Services listed herein:

TASK 1: PROJECT MANAGEMENT AND COORDINATION

Task 1.1: Project Initiation

- Conduct a Kickoff Meeting at the COUNTY offices or virtually to introduce the Project Development Team (PDT), establish communication protocols, clarify the scope of work, define roles and responsibilities, and set the project schedule.
- Perform Preliminary Research using COUNTY records and other resources as needed.
- Conduct a Field Investigation to gather initial data required for funding, permitting, right-of-way acquisition, and construction documentation.
- Develop and execute a Public Meeting to inform the community about the project, collect feedback, and document input from local residents. CONSULTANT will provide presentation materials, handouts, and exhibits as necessary.
- Develop and implement a Design Quality Assurance and Quality Control Plan to ensure all deliverables meet professional engineering standards.

Deliverables:

- Kickoff meeting agenda and minutes
- Public Engagement Plan
- Public meeting materials (exhibits, handouts, and PowerPoint if needed)
- Public comment log and response matrix
- Design QA/QC Plan

Task 1.2: Project Development Team (PDT) Meetings

- Schedule, prepare for, and lead monthly PDT meetings to review progress, scope, schedule, and issues.
- Maintain a Project Issue/Action Item/Decision Log and distribute meeting minutes within one week.
- Prepare updated project logs, including a three-month look-ahead schedule to outline upcoming tasks and milestones.

Deliverables:

- Meeting agendas and minutes
- Updated Issue/Action Item/Decision Log
- Monthly project progress updates
- Three-month look-ahead schedule

Task 1.3: Invoicing

- Prepare periodic invoices following COUNTY and Caltrans Local Assistance Procedures Manual (LAPM) requirements, detailing services performed and costs incurred.
- Ensure timely payment to subCONSULTANTS within 30 days of receiving payment from COUNTY.
- Invoices must provide a summary of CONSULTANT's work, including dates of service, itemized costs, and supporting documentation.
- Comply with COUNTY travel policy for reimbursement of travel-related expenses.

Deliverables:

- Monthly invoices
- Supporting documentation for costs (receipts, subCONSULTANT invoices, etc.)
- Expense reports with itemized details

Task 1.4: Monthly Reports

Establish a standardized template for periodic progress reporting, and submit a detailed progress report each month, including a breakdown of tasks performed, issues encountered, decisions made, percent complete, and anticipated schedule changes.

Deliverables:

- Monthly progress reports
- Updates to the COUNTY on interim findings and status

Task 1.5: Project Schedule and Budget Management

- Develop and manage a Project Schedule outlining all tasks and subtasks with CONSULTANT's internal quality control process and COUNTY review checkpoints.
- Update the project schedule quarterly or as needed, and ensure COUNTY receives all updates.
- Monitor and manage the project budget and subCONSULTANT contracts.

Deliverables:

- Initial project schedule
- Quarterly schedule updates
- Budget tracking documentation

TASK 2: TOPOGRAPHIC SURVEYS, MAPPING, AND PRELIMINARY RIGHT-OF-WAY

Task 2.1: Topographic and Boundary Survey

Perform detailed topographic and boundary surveys to establish control and right-of-way limits.

Topographic mapping will include the following:

Detailed survey data spanning approximately 500 ft in width (as accessible), measured perpendicular to the centerline of the channel, from 500 ft upstream to 500 ft downstream of the bridge (total of ~1,000 ft longitudinally).

Tributaries contributing to the project (perpendicular to the channel centerline) with a width representing top of bank to top of bank to top of bank (plus an additional ~40 ft on either side of the channel), and a length from the confluence with Sherwood Creek to ~50-100 ft upstream of the intersection with Sherwood Road.

Upstream and downstream culvert invert elevations

Size of culvert (diameter if round, span and rise if box culvert)

Culvert length

Culvert material

Approximate centerline alignment of the existing bridge

At the upstream and downstream faces of the existing bridge, a cross section with Station & Elevation data associated with the (1) top of deck (2) soffit (3) railing (4) existing ground (5) pier(s) width and station along this cross section

For the boundary survey, CONSULTANT will conduct a survey to tie the project site to the west and south boundary lines of the existing property. Due to this project site being a small portion of a large property, conducting a boundary survey of the entire parcel is unnecessary and is not included in this scope of work.

Deliverables:

- Topographic survey plots
- Boundary survey plots
- Control diagram
- Digital survey files

Task 2.2: Right-of-Way Surveys

Conduct comprehensive right-of-way surveys to delineate project boundaries.

Deliverables:

- Preliminary title reports
- Easement requirement map

Task 2.3: Monument Preservation

It is assumed that there are no existing monuments within the project area. Pre- and post-construction records of survey are likely unnecessary for the purpose of monument preservation. CONSULTANT will set new monuments to mark the proposed right of way upon completion of construction and will file a record of survey accordingly.

Deliverables:

- Post-construction monument verification report

Task 2.4: Right-of-Way Acquisition Assistance

Support acquisition of easements and property by preparing required documentation.

Deliverables:

- Legal descriptions and plats

TASK 3: ENVIRONMENTAL STUDIES AND DOCUMENTATION

Task 3.1: Preliminary Environmental Study (PES) Form

Task 3.1.1: Drafting and Submittal of the PES Form

CONSULTANT will prepare and submit a draft Preliminary Environmental Study (PES) for the project to be reviewed by COUNTY prior to submitting to Caltrans. Once reviewed by Caltrans, CONSULTANT will coordinate with Caltrans and the COUNTY to schedule a field meeting, if deemed necessary.

Task 3.1.2: Attending Field Review Meetings

CONSULTANT assumes Caltrans will request one (1) PES field meeting. CONSULTANT will prepare the necessary materials and will attend the field meeting. The PES form will be reviewed at the field meeting with Caltrans staff. CONSULTANT will prepare and submit meeting minutes to the COUNTY for all communications and guidance/requests from Caltrans.

Task 3.1.2: Internal Coordination for PES Review

CONSULTANT will conduct internal coordination with the COUNTY to provide a final version PES Form for Caltrans review and comment. Any additional Caltrans comments will be addressed by the CONSULTANT and CONSULTANT will submit one (1) final version, to Caltrans for approval and signature.

Task 3.2: NEPA Compliance

This task encompasses all technical studies required for NEPA clearance based on the PES form.

Task 3.2.1: Biological Resources

Task 3.2.1.1 Biological Assessment – Not Required

Task 3.2.1.2 Natural Environment Study

CONSULTANT will prepare a Natural environment Study (NES) in accordance with Caltrans guidelines that will consist of a pre-survey investigation, general biological survey, and preparation of a NES report, as outlined below.

CONSULTANT will conduct extensive literature research to assist in determining the existence or potential occurrence of sensitive plant and animal species on the project site or in the vicinity. Literature review will include federal and state lists of sensitive species and current database records, including the California Natural Diversity Data Base (CNDDDB), California Native Plant Society (CNPS), and in accordance with Caltrans guidelines, an official species list of threatened and endangered species known in the project vicinity will be obtained from the USFWS.

CONSULTANT biologists will conduct fieldwork in order to assess the presence/absence of sensitive biological resources (e.g., species or habitats), and to determine the potential for occurrence of such resources that may not be detectable when the fieldwork is conducted. The location of any sensitive biological resources present onsite, including plants and plant communities, will be mapped. For optimal results, CONSULTANT will conduct fieldwork appropriate to the season and will conduct rare plant surveys during the blooming season. This will maximize our ability to detect and positively identify sensitive species.

CONSULTANT will prepare a Natural Environment Study (NES) consistent with the Caltrans (Standard Environmental Reference) SER that will include a description of the field methods used and the results of the biological studies of the project area. The report will list plant and animal species present, along with vegetation and aquatic resource communities occurring within the project area. The report will identify and assess project impacts on identified biological resources, including any sensitive species and sensitive natural communities of concern. Minimization and mitigation measures will be included as necessary. A Draft NES report will be provided to the County and Caltrans for comment, review, and approval.

TASK 3.2.1.3 Wetlands Delineation and ARDR

CONSULTANT certified Professional Wetland Scientist will complete a preliminary jurisdictional delineation to determine the extent of jurisdiction of aquatic resources within the project area. Specific attention will be given to determining if federal waters of the U.S. and any associated wetlands/vernal pools that may be present. The results of the delineation will be presented in an Aquatic Resources Delineation Report (ARDR) and included as an attachment to the NES and Biological Assessment (BA). The results of the delineation are subject to verification by the USACE for waters of the U.S. and verification by RWQCB and CDFW for waters of the state.

3.2.1.3 Species-Specific Surveys - Not Required

Deliverables:

- Draft and Final NES
- Preliminary Jurisdictional Delineation of Aquatic Resources
- Draft and Final ARDR

Task 3.2.2: Cultural Resources

CONSULTANT will prepare documentation in accordance with CEQA and Section 106 of the National Historic Preservation Act. This work shall include the efforts to record archaeological and historical resources identified within the study area.

3.2.2.1 Archaeological Survey Report (ASR):

CONSULTANT will prepare the Archaeological Survey Report (ASR) according to Caltrans specifications. This report will include and describe: 1) a cultural resource records search from the North Central Information Center, 2) the results of Native American Consultation including a sacred lands file check from the Native American Heritage Commission and direct consultation with Native American groups consistent with both AB 52 and the Section 106 process, 3) research and field methods used in identifying cultural resources, 4) and Area of Potential Effects Map, 5) the archaeological resources identified in the project vicinity, and 5) the potential of the project to adversely impact any archaeological resources.

3.2.2.2 Historic Property Survey Report (HPSR):

CONSULTANT will prepare a Historic Property Survey Report according to Caltrans specifications. All cultural resource efforts will be completed in compliance with Section 106 of the National Historic Preservation Act (NHPA) and will follow the requirements set forth in the Caltrans Environmental Handbook Volume II, Cultural Resources and the Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it pertains to the administration of the Federal-aid Highway Program in California. The HPSR is a summary form of all cultural resource related documentation. It includes sections for the project description, area of potential effects, consultation and public participation, cultural resource identification efforts, properties identified, finding for the undertaking, and CEQA considerations.

3.2.2.3 Paleontological Resources Study – Not Required

3.2.2.4 Native American Tribal Consultations:

CONSULTANT will contact relevant tribes as provided by the Native American Heritage Commission, as well as historical societies, and will coordinate with Caltrans and the County on consultation efforts. All consultations will be documented and provided within the necessary reports.

Advanced Archaeological Studies

3.2.2.5 Extended Phase I Testing:

CONSULTANT will prepare an Extended Phase I (XPI) proposal for Caltrans and work with Caltrans to plan and coordinate the an XPI study including XPI soil investigations not to exceed three (3) ten-hour days. CONSULTANT will then prepare an XPI Report following the testing work in accordance with Caltrans specifications.

3.2.2.6 Phase II Evaluations – Should the XPI identify cultural materials or a cultural site, or if Caltrans or the local tribes identify a need to do further subsurface testing for archaeological materials, CONSULTANT will coordinate with those parties to develop a Phase 2 Archaeological Evaluation Proposal. Once approved, CONSULTANT will implement the soil testing and prepare an Archaeological Evaluation Report to document the findings with the intent of determining the boundaries of any cultural sites within the project area. A base cost has been included; however, the cost associated with this task may need to be adjusted by a contract amendment after Caltrans identifies the required testing effort.

3.2.2.7 Data Recovery Plans –

If determined necessary, a contract amendment will be negotiated.

3.2.2.8 Specialized Studies

CONSULTANT will prepare an XPI Report following the testing work in accordance with Caltrans specifications.

3.2.2.9 Archaeological Monitoring:

CONSULTANT has incorporated archaeological monitoring by local Native American monitor into the scope and fee proposal.

Deliverables:

- Draft and Final ASR
- Draft and Final HPSR
- Naïve American Consultations
- Draft and Final XPI Proposal
- XPI Soil Investigations (Not to exceed three [3] ten hour days)
- Draft and Final XPI Report
- Native American Monitor Support (if necessary)

Task 3.2.3: Water Resources

3.2.3.1 Water Quality Technical Memorandum

CONSULTANT will prepare a Water Quality Technical Memorandum (WQTM) to evaluate potential impacts to water quality. The scope of the study will follow Caltrans' Water Quality Assessment Report Content and Recommended Format and the Revised Scoping Questionnaire for Water Quality Issues. The entire scope of the water quality assessment report template is not anticipated to be required for this Project and only relevant sections will be included in the technical memorandum. Construction-related and long-term water quality impacts will be qualitatively evaluated for the proposed Project. Both direct and cumulative impacts in the proposed area will also be described. The report will address regulatory compliance, and identify applicable regulatory water quality objectives and best management practices for the proposed project. If potential water quality impacts are identified best management practices (BMPs) will be recommended to minimize these impacts.

3.2.3.2 Riparian Impact Studies CONSULTANT will incorporate riparian impact studies within the NES and associated permitting tasks.

Task 3.2.4: Air Quality– Not Required

Task 3.2.5: Noise and Vibration– Not Required

Task 3.2.6: Traffic and Transportation– Not Required

Task 3.2.7: Hazardous Materials

3.2.7.1 Initial Site Assessment (ISA):

CONSULTANT will prepare a Phase 1 ISA to evaluate the project site and adjacent properties for evidence of recognized environmental conditions (RECs) and/or potential RECs that may significantly impact the project. The ISA report will be prepared in accordance with the procedures set forth in ASTM E1527-21 and Caltrans' Standard Environmental Reference, Chapter 10, and will include the following elements.

Physical Setting Review: The ISA will include a summary of geologic conditions underlying the project site based on readily available geologic mapping from the US Geological Survey and the California Geological Survey; and a summary of hydrogeologic conditions (including depth to groundwater and regional

groundwater flow), based on information from websites maintained by the Department of Water Resources (if available).

Historical Land Use Review: Environmental Risk Information Service (ERIS) will provide historical aerial photographs, historical USGS topographic maps, city directories, and Sanborn fire insurance maps (where available) for the project site and vicinity. CONSULTANT will review these data to develop a history of general property uses for the project site and surrounding parcels back to the site's first development, or 1940, whichever is earlier.

Environmental Records Review: ERIS will also conduct a computerized search of reasonably ascertainable federal, state, local, and tribal environmental agency database records. These database records will be reviewed for information pertaining to the project site, and properties within ASTM standard search radii applicable to each database. The databases searched will include, at a minimum, all databases specified in ASTM E1527-21.

Site Reconnaissance: CONSULTANT will perform a driving and walking reconnaissance of the project site and vicinity to observe current conditions. Observations will be made from the public right-of-way, and properties for which rights-of-entry have been provided. The reconnaissance will include observations of geologic, hydrogeologic, and topographic conditions; uses and storage of hazardous materials and wastes within and adjacent to the project site; and general conditions with regard to the presence of underground and above ground storage tanks, drums, wells, electrical equipment, vegetation, odors, and sewage/waste disposal, as appropriate. Reconnaissance of both bridge sites will be performed as part of a single mobilization.

Interviews: Where warranted by observations and research data, CONSULTANT will make reasonable attempts to interview current property owners or tenants where names and contact information are provided. CONSULTANT will contact Mendocino County Environmental Health Division personnel to inquire about department knowledge pertaining to the project site and properties in the site vicinity.

3.2.7.2 Soil and Groundwater Sampling:

CONSULTANT will conduct a hazardous waste assessment. Based on the limited information for the project site and vicinity we have at this point, the hazardous materials investigation will consist of the following elements:

Testing of roadside soil to assess if aerially deposited lead (ADL) concentrations exceed hazardous waste limits.

Testing the soil for NOA.

Inspecting the bridge for asbestos containing materials and lead-based paint.

Soil sample collection procedure – CONSULTANT will mark the sample locations for 811/Dig Alert utility notification at least 48 hours prior to sample collection (during the ISA site reconnaissance). Soil samples will be collected using a hand auger. Sample collection tools will be decontaminated between sample locations in a weak detergent solution and rinsed with potable water; decontamination liquids will be disposed of at the site away from drain inlets or other potential wetland areas. Soil samples will be collected in new, clean containers supplied by the laboratory. After collection each sample will be

assigned a unique identifier, and the sample will be entered on a chain of-custody (COC) form for transport to analytical laboratory.

Metals analyses – CONSULTANT will collect samples from four locations (near each corner of the bridge). Soil samples will be collected from about 0-6", 12" to 18", and 24" to 30" below ground surface. These samples will be analyzed at CA ELAP-accredited laboratory for total lead (EPA Method 6010B). Samples with lead concentrations that exceed 50 mg/kg will be further analyzed for soluble lead (WET Method).

Asbestos analysis (soil) – CONSULTANT will collect a soil sample from 0-6" bgs at the four locations identified above for analysis of NOA. Samples will be collected in new, clean containers supplied by the laboratory. Samples will be transported under COC to a CA ELAP-accredited laboratory for analysis. Samples will be analyzed for asbestos by EPA Method 600 / R-93 / 116 & EPA – 40 CFR Appendix E to Subpart E of Part 763.

Bridge Inspection – CONSULTANT will contract with National Analytical Laboratories, Inc. (NAL) to inspect the bridge for asbestos containing materials and lead-based paint. The bridge inspection will be performed by a Certified Asbestos Consultant and Certified Lead Inspector. Inspection results will be included in the ISA report.

CONSULTANT will prepare an ISA report documenting our assessment. The reports will include, but not necessarily be limited to, the following:

Description of the project site and vicinity;

Summary of the physical setting, local geologic conditions, and hydrogeologic conditions;

Summary of the historical record review and historical site usage;

Findings from the records review;

Site reconnaissance observations;

Interview results;

Photographs of significant items of environmental concern observed during the site reconnaissance;

Tabular summary of the analytical laboratory results, with comparison to hazardous waste limits and environmental screening levels where appropriate (laboratory reports will be appended);

Summarized results of the NAL bridge inspection (full NAL report will be appended);

Findings, opinions, and conclusions on potential impacts: including a summary of RECs, and a discussion of significant data gaps and data failures; and

Recommendations: The report will include recommendations for additional investigation and/or sampling for potentially hazardous materials as warranted by the findings.

Deliverables:

- Draft and Final Initial Site Assessment Report
- Testing of roadside soil to assess if aerially deposited lead (ADL) concentrations exceed hazardous waste limits.
- Testing the soil for NOA.

-
- Inspecting the bridge for asbestos containing materials and lead-based paint.

Task 3.2.8: Visual and Aesthetic Resources – Not Required

Task 3.2.9: Social, Land Use, and Regulatory Consistency – Not Required

Task 3.2.10: Other Environmental Reports and Memos – Not Required

Task 3.3: Agency Coordination and Consultation –

CONSULTANT will incorporate Task 3.3.1 Initial Coordination with Agencies, Task 3.3.2 Documenting Communication and Follow-ups, and Task 3.3.3 Securing Regulatory Approvals under Task 3.5 Permitting.

Task 3.4: Environmental Documentation

3.4.1 Drafting the NEPA Categorical Exclusion (CE):

CONSULTANT will assist Caltrans with drafting the Categorical Exclusion and the associated Environmental Commitments Record (ECR) based on the avoidance, minimization, and/or mitigation measures identified within the Project's approved technical studies. CONSULTANT will follow up with Caltrans and secure the final NEPA Categorical Exclusion shortly after submittal of the NOD and completion of CEQA.

3.4.2 Drafting the CEQA Environmental Document

Draft CEQA Initial Study with Proposed Mitigated Negative Declaration: CONSULTANT will prepare a detailed Initial Study (IS) with appropriate exhibits, including a narrative of the background of the project and a description of supporting studies. The IS will be prepared based on the IS format provided on the Caltrans Standard Environment Reference and in accordance with Appendix G of the CEQA Guidelines. The IS will be as comprehensive as necessary to address the environmental issues, support the findings, and be in conformance with the normal standard of care for such documents.

Based on the preliminary background investigation and the description of the project, CONSULTANT is confident that a Mitigated Negative Declaration (MND) will be the appropriate CEQA determination for this project. CONSULTANT will utilize the IS to prepare a Proposed MND. The Proposed MND will rely on the content provided in the environmental technical studies, and will provide environmental avoidance, minimization, and mitigation measures that the County has committed to implement prior to, during, and after construction.

CONSULTANT will prepare and provide an administrative draft of the IS/MND and draft Notice of Availability (NOA) for County review and comment. The draft documents will be submitted in electronic form either on a USB flash drive or via email. Upon receipt of County comments, CONSULTANT will incorporate necessary revisions and submit a revised draft document.

Task 3.4.3 Conducting Public Meetings and Hearings

After the Draft IS/MND and NOA have been approved by the County, the CONSULTANT team will prepare the document for circulation and public review. The IS/MND has a critical objective of providing a means by which the general public and responsible agencies can participate in the environmental process by providing written comments on environmental and project issues addressed in the IS/MND. CONSULTANT will also prepare a Notice of Completion and coordinate with the County to deliver the document to the California State Clearinghouse for distribution to other state agencies. CONSULTANT will develop a

mailing distribution list of local property owners, stakeholders, and other public agencies to receive the public notice and CONSULTANT will produce the requisite public notices and hard copies of the document distribution to those parties. It is anticipated that the public review period will last for 30 days pursuant to CEQA guidelines. CONSULTANT assumes the COUNTY will require one (1) public meeting and/or public hearing. CONSULTANT will coordinate with the COUNTY to prepare necessary meeting materials.

Task 3.4.4 Addressing Public and Agency Comments

At the close of the public review period for the IS/MND, CONSULTANT will compile all written public comments received during the 30-day review period and prepare a new appendix in the IS/MND to document the comments. CONSULTANT will prepare responses to each of the comments, and if warranted update the environmental analysis in the IS/MND to be consistent with the responses provided. CONSULTANT will present the public comments to the County and will highlight the direction responses have been prepared. Feedback from the County will be incorporated into the responses and the final responses will be provided in the Final IS/MND document in an appendix.

Task 3.4.5 Preparing the Final Documentation and Submittal

CONSULTANT will update the Draft IS/MND to a final version. The Final IS/MND will include the Mitigated Negative Declaration, any changes required as a result of public or agency comments received as a new appendix with the public comments and written responses provided, and a Mitigation Monitoring and Reporting Program (MMRP). CONSULTANT will provide the Final IS/MND for a final County review and comment. CONSULTANT will incorporate any final comments/revisions, that will be ready for County Board of Supervisors approval.

Subsequent to County approval of the Final IS/MND, CONSULTANT will prepare a Notice of Determination (NOD) for County approval. Once the NOD is signed, CONSULTANT will coordinate with the County to file the NOD with the County Clerk and State Clearinghouse. This scope of work assumes that the County will pay for all CEQA filing fees.

Deliverables:

- Draft and Final NEPA CE
- Administrative Draft CEQA IS/MND
- Public Circulation of Draft IS/MND and Public Meeting
- Responses to Public Comments
- Final IS/MND and Notice of Determination

Task 3.5: Permitting

Task 3.5.1 Preparing Section 404 and 401 Permit Applications

CONSULTANT will prepare and process a Pre-Construction Notification (PCN) package for compliance with Clean Water Act Section 404 authorization by the USACE. The Project is expected to qualify for a Nationwide Permit (NWP) using the current USACE Nationwide Permit guidelines under NWP 14 "Transportation". CONSULTANT will prepare the permit application required for compliance with Section 404 and will submit it to the USACE with COUNTY approval.

CONSULTANT will prepare and process a Clean Water Act Section 401 Water Quality Certification application with the North Coast Regional Water Quality Control Board (RWQCB) in accordance with

Sections 3830 through 3869 of Title 23 of the California Code of Regulations. The application will include details on the project location, project design, avoidance and minimization measures to protect water quality, and a proposed compensatory mitigation proposal for project effects to waters of the state. CONSULTANT will draft and submit the application to the North Coast Regional Water Quality Control Board with COUNTY approval.

Task 3.5.2 Preparing CDFW Section 1602 Agreements:

CONSULTANT will prepare a Section 1602 Notification of Streambed Alteration application with coordination with CDFW. The Notification package will describe the Project's effects to CDFW jurisdictional habitats, avoidance and minimization measures to protect habitats and wildlife, and a proposed compensatory mitigation proposal for impacts to special status species and habitats. CONSULTANT will draft the application permit within the CDFW Environmental Permit Information Management System (EPIMS) and submit with COUNTY approval.

Task 3.5.3 Preparing Coastal Zone Consistency Determinations – Not Required

Task 3.5.4 Preparing Encroachment Permit Applications – Not Required

Task 3.5.5 Coordinating Permit Approvals

CONSULTANT will coordinate with USACE and secure the issuance of the Section 404 compliance certificate. This scope of work assumes the COUNTY will be responsible for any mitigation costs associated with the issued Section 404 permit.

CONSULTANT will coordinate with the RWQCB to obtain the Water Quality Certification on behalf of the COUNTY. This scope of work assumes that the COUNTY will be responsible for the Section 401 application fee, project fee, annual fee, and any mitigation costs assigned to the Project through the Section 401 approval.

CONSULTANT will coordinate with CDFW to obtain authorization of project effects and secure the Streambed Alteration Agreement for the project. This scope of work assumes the COUNTY will be responsible for the Section 1602 application fee, and any mitigation costs assigned to the project through the issued Section 1602 Streambed Alteration Agreement.

Deliverables:

- USACE Section 404 Compliance Certification
- RWQCB Section 401 Water Quality Certification
- CDFW Section 1602 Streambed Alteration Agreement

TASK 4: GEOTECHNICAL INVESTIGATIONS

Task 4.1: Preliminary Subsurface Investigation

For this task CONSULTANT will:

Meet with the design team to discuss the project design needs, goals, and schedule.

Review available geotechnical and geologic reports, aerial photographs, preliminary project information, published maps and as-built data at the site and its vicinity.

Obtain a Mendocino County Environmental Health soil boring permit for our borings;

Obtain a Mendocino County Encroachment Permit (assuming permit fee and bond requirements waived).

Determine exploration location, site access, and mark our exploration location for Underground Service Alert (USA North 811).

CONSULTANT will prepare a Preliminary Foundation Report (PFR) for the bridge replacement consistent with current Caltrans guidelines for Foundation Reports for Bridges (July 2024). The PFR will be based on subsurface data from the subsurface exploration (Task 4.2) and review of Bridge Inspection Reports, published geologic mapping and seismicity data, aerial photographs and preliminary project data.

The PFR will summarize anticipated earth materials and conditions based on the boring data and include an introduction; project description; geotechnical investigation summary; laboratory testing; geotechnical conditions (geology, surface conditions and subsurface conditions); groundwater; as-built foundation data; scour data (provided by others); corrosion evaluation; seismic information (ground motion hazard with ARS curve developed using latest version of Caltrans Seismic Design Criteria and ARS Online Tool, and other seismic hazards including potentially liquefiable soils); and geotechnical recommendations (shallow/deep foundations and approach roadway). The roadway boring logs (8.5"x11" format) and a Log of Test Borings drawing showing the bridge borings will be submitted under separate cover consistent with Caltrans guidelines. The Preliminary Foundation Report will be submitted electronically as a Portable Document Format (PDF) file.

Deliverables:

- Preliminary Foundation Report (PFR)
- Preliminary Log of Test Borings and Roadway Boring Log

Task 4.2: Field Investigations

CONSULTANT expects this task to be completed concurrently with Task 4.1. CONSULTANT will retain a DBE drilling contractor to drill and sample two borings (one behind/near each abutment) to depths ranging from 70 to 80 feet deep to characterize the subsurface foundation conditions for the bridge replacement structure. The borings will be supplemented by shallow manually operated probes in the channel to help correlate thickness of near surface soils and depth of scour. CONSULTANT also makes provision for the DBE drilling contractor to drill and sample two borings to 6 ft deep for the approach roadways. Additionally, CONSULTANT will complete one seismic survey to directly measure the average shear wave velocity. All exploration will be completed in the shoulders of the roadway and traffic control using signs and cones is expected to be sufficient.

The DBE drilling contractor will advance the borings with a rubber-tired, truck or track-mounted drill rig using 4 to 6-inch-diameter solid stem augers and/or mud rotary wash methods. Standard Penetration Test (SPT) and California Modified sampling will be performed within the borings to obtain samples and blow count information. At a minimum, we will sample at 5-foot intervals. If hard bedrock is encountered, provision is made to advance the boring using diamond core equipment to obtain rock cores for reference and/or laboratory strength tests. If hard/competent bedrock is encountered, the boring will be advanced to sufficient depth (that may be shallower than indicated above) to provide foundation recommendations. A CONSULTANT engineer/geologist will direct the sampling and log the borings consistent with current Caltrans procedures/requirements. Additionally, CONSULTANT will collect bulk

samples of the channel material to support scour evaluations (performed by others). Surface and groundwater conditions will be noted where encountered. The borings will be backfilled in accordance with County permit requirements.

Following field investigation, CONSULTANT will complete the following laboratory tests obtained from the exploratory borings (as appropriate):

Moisture Content and Unit Weight;

Direct Shear and/or Unconfined Compressive Strength;

Sieve Analysis;

Plasticity Index;

Corrosion Testing (pH, sulfates, resistivity, and chloride content); and

R-value.

Task 4.3: Geotechnical Design Parameters

CONSULTANT will develop geotechnical parameters and complete engineering evaluation and analysis (using computer software where applicable) that is expected to include the following: bearing resistance; lateral resistance; site seismicity including procedures consistent with current Caltrans Seismic Design Criteria to determine the site acceleration response spectrum (ARS); lateral earth pressures and coefficient of friction to resist sliding; liquefaction potential and downdrag (as applicable); and soil corrosivity.

The preliminary engineering analysis will identify potentially liquefiable soils and evaluate compressive resistance for deep and shallow foundations as applicable for the Preliminary Foundation Report. Geotechnical analysis for final foundation design recommendations will be based on defined foundation type/loading conditions and design scour data for inclusion in the Foundation Report.

Consistent with Caltrans guidelines/format for bridge foundation reports, the geotechnical parameters will be included in a Calculation Package (submitted under separate cover) and the seismic design recommendations will be included in the Preliminary Foundation Report and Draft/Final Foundation Report, revised as applicable to each task submittal. Therefore, a Geotechnical Design Report is not needed and not included in this scope of services.

Task 4.4: Foundation Recommendations

Following bridge type selection, CONSULTANT will prepare a Foundation Report (FR) (consistent with current Caltrans guidelines/format) for the bridge replacement for review and comment by the design team. The report will include an introduction; project description; geotechnical investigation summary; laboratory testing; geotechnical conditions (geology, surface conditions and subsurface conditions); groundwater; as-built foundation data; scour data (provided by others); corrosion evaluation; seismic information (ground motion hazard with ARS curve developed using latest version of Caltrans Seismic Design Criteria and ARS Online Tool, and other seismic hazards including potentially liquefiable soils); final geotechnical recommendations (shallow/deep foundations and approach roadway including new pavement sections); notes for specifications; and notes for construction.

The Calculation Package, Log of Test Borings and roadway boring logs will be submitted under separate cover per current Caltrans guidelines. Pile load tests are not expected to be needed for this project and therefore not included in this scope of services. Foundation recommendations will be provided for the selected foundation type based on defined loading conditions and design scour considerations.

Services for this task also include:

allowance for the Caltrans review process to respond to review comments if/as needed, including correspondence will contact Caltrans if necessary to rectify comments received on the draft report for concurrence and include comment responses in the final report; and

review of the preliminary structural plans prior to the 65% submittal and review the final (100%) plans and specifications insofar as they rely on our recommendations and provide comments to the design team.

Following receipt of all Draft FR review comments and concurrence with Caltrans, CONSULTANT will prepare and submit a Final FR incorporating the comments as necessary. The FR will be submitted electronically as a PDF file.

Deliverables:

- Draft and Final Foundation Report
- Final Log of Test Borings and Roadway Boring Logs

Task 4.5: Construction Phase Geotechnical Support

CONSULTANT will perform the following design support during construction:

Review up to three geotechnical related contractor submittals;

Provide observation during initial foundation installation on an as-needed basis;

Prepare daily field reports with our pile construction observations;

Provide a letter summarizing the foundation installation observations;

Provide geotechnical consulting services/recommendations as needed.

Field observations will be supplemented by senior level engineering consultations and supervision of the field representative. Services also include senior project manager consultation throughout foundation installation. These services should not in any way be constructed as job-site supervision; we expect to request certain information from the contractor and the resident engineer during construction and to communicate the results of our observations directly to the COUNTY. Materials testing and full-time observation is assumed to be performed by others and is strictly excluded from this scope of services. The scope for this task should be revised based on construction details and requested services.

TASK 5: HYDROLOGY AND HYDRAULICS

Task 5.1: Hydrologic Analysis

Develop hydrologic models and analyze peak discharge rates. CONSULTANT will construct a point precipitation model to determine the 50, 100, and 200-year hydrographs and peak discharges at the Sherwood Creek Bridge.

CONSULTANT will document the design storm criteria section in the Preliminary Hydraulic Report (PHR) including guidance from the Caltrans Highway Design Manual (HDM) which delineates the hydraulic design criteria for bridges. The basic rule for hydraulic design is that bridges should be designed to pass the Q50 with sufficient freeboard and convey the Q100 without freeboard, though exceptions may be granted if sufficient evidence is provided. The HDM notes that 2 feet of freeboard is often assumed for preliminary bridge designs but leaves the recommendation for freeboard to the judgement of the hydraulic engineer based primarily upon the debris anticipated at the bridge.

Chapter 3 of the CA Amendments to AASHTO LRFD Bridge Design Specifications LRFD Code were updated in March of 2025 and now mandate designing foundations to the check flood (200-year) event.

CONSULTANT will write the hydrology section of the PHR documenting project hydrology. It is assumed the design storm criteria and hydrologic analysis will be documented in the "Hydrology" section of the "Bridge Hydraulics Design Report" which will be called Preliminary and Final Hydraulic Reports per Memos to Designers 16-1 and LRFD 3.7.5.

Hydrology results will be provided in the PHR.

Task 5.2: Hydraulic Analysis

Perform hydraulic modeling and evaluate channel capacities. CONSULTANT will create a 2D hydraulic model of the existing condition based on topographic information (LiDAR), creek surveys, and detailed survey information or as-builts plans of the existing bridges provided by others using HEC-RAS version 6.5. CONSULTANT will model the 50-, 100-, and 200-year discharges.

CONSULTANT will update the existing conditions model for up to 3 proposed bridge replacement configurations, including any proposed changes to the roadway approach elevations and grading provided by others. CONSULTANT will require a surface in .dwg format of proposed grading to be prepared by others.

CONSULTANT shall research bridge maintenance records for existing bridges upstream and downstream of the proposed bridge to determine if any maintenance challenges have occurred such as debris getting caught on the piers. This helps to determine the necessary freeboard and span lengths that will minimize debris capture and therefore future maintenance. CONSULTANT will write up the hydraulic section of the report documenting the 2D modeling and modeling results. CONSULTANT will update the proposed configurations, including any proposed changes to the roadway approaches and grading for final design.

CONSULTANT will review any maintenance records for the existing bridges, and available records for adjacent upstream and downstream structures. CONSULTANT will review maintenance records and cross sections for the existing and adjacent bridges to determine if the stream has degraded over time. Pier, contraction, abutment, and pressure flow scour will be estimated for the alternatives modeled under Task 5.2 using the methods described in the FHWA Publication HEC-18. The Colorado State University (CSU) Equation shall be used for estimating local scour as recommended in HEC-18. CONSULTANT will complete calculations to determine the need for bank protection for the preferred alternative. If bank protection is

required, parameters will be provided according to FHWA publication HEC-23 for rock riprap for the preferred alternative. CONSULTANT will update scour for final design alternative, check bank protection for final grading and provide scour data table and discussion section in the preliminary hydraulic report.

Deliverables:

- Hydraulic model results
- Scour estimates and sketches

Task 5.3: Bridge Hydraulics Design Report (PHR and FHR)

CONSULTANT will complete a draft preliminary hydraulic report PHR documenting the hydrology and hydraulic results for the existing conditions and up to three proposed bridge alternatives for the Type Selection Report (prepared by others). CONSULTANT will incorporate comments and complete a Final PHR. CONSULTANT will complete a draft final hydraulic report (FHR) documenting hydrology, hydraulic, and scour results for the preferred alternative. CONSULTANT will respond to comments and finalize the FHR.

Deliverables:

- Draft and Final PHR
- Draft and Final FHR

Task 5.4: Floodplain Analysis

CONSULTANT will analyze the impact of the proposed bridge on the floodplain including completing the hydrology and hydraulic analyses required to determine the Overtopping Flood and Flood of Record at the bridge. CONSULTANT will write the Floodplain impact section of the FHR including floodplain maps for existing/proposed conditions. CONSULTANT will complete a Location Hydraulic Study / Summary Floodplain Encroachment Report (LHS/SFER) in accordance with 23 CFR 650.113.

Assumptions:

The bridge replacement will not cause a significant encroachment into the floodplain or a change in the water surface elevation; if a significant encroachment into the floodplain or change in water surface elevation is found, a separate task order may be necessary.

No insurable structures will be adversely impacted by the structure replacement.

No coordination will be needed with FEMA. No formal no-rise, Conditional Letter of Map Revision or Letter of Map Revision is included in this scope of work.

Deliverables:

- LHS/SFER Forms will be provided as appendices in the FHR

Optional Task: Low Flow Estimate and Hydraulic Modeling of the Discharges:

CONSULTANT will perform a duration-frequency analysis for Sherwood Creek using streamflow gage data from streamflow gages near the project site. The duration frequency analysis will be used to calculate monthly flow exceedance levels, by month, for the construction period. The monthly flow exceedance levels for the 0.1%, 1%, 2%, 5%, 10%, 15%, 25%, 50%, 80%, 90%, 95%, and 99% flow levels will be provided, as well as the absolute minimum and maximum flows for each of the months.

CONSULTANT will model up to two alternative falsework configurations and diversion strategies, provided by others, for up to three discharges chosen from the percentage points above.

CONSULTANT will complete a Draft Technical Memo describing the additional analysis and including the flow duration curves for each month. Responses to comments on the revised Draft Technical Memo will be prepared and a Final Technical Memo will be submitted.

TASK 6: UTILITY COORDINATION

Task 6.1: Identification of Utilities

Identify utilities within the project area.

CONSULTANT will submit preliminary project plans to utility companies operating within the project limits, drafting the utility information request letters and seek utility as-built documentation and facility maps.

Deliverables:

- Utility conflict map
- Utility "A" Letter (Notification and Preliminary Request)

Task 6.2: Coordination with Utility Providers

CONSULTANT will ensure all utility coordination complies with Chapter 14 of the Caltrans Local Assistance Procedures Manual and relevant sections of the Right of Way Manual, including the preparation of Caltrans Utility Conflict Maps and Reports of Investigations.

Two utility owners have been identified by DigAlert as possibly having facilities present in the project area and will have to be addressed:

Frontier

Pacific Gas & Electric

CONSULTANT will provide the following comprehensive services:

- serve as the primary liaison with utility owners identified on the utility plans.
- Obtain and organize utility facility maps.
- Actively engage in monthly Project Development Team (PDT) meetings, with an estimated participation of 18 meetings.
- Collaborate with the design team to identify and verify facilities considered in conflict.
- Coordinate with the design team in preparing the conflict matrix and exhibits required for utility companies with conflicting facilities.
- Prepare and send the County Relocation Claim Letters, facilitating the verification of utility easements and initiation of relocation plans (estimated issuance of 2 letters).
- Determine if utility companies hold prior rights for each conflicting utility.

-
- Plan and facilitate meetings among utility owners and the design team as needed to discuss project design, utility conflicts, relocation alternatives, and conflict resolution plans (estimated 6 meetings).
 - Determine liability for facilities conflicting with the project (estimated for 2 conflicts).
 - Collaborate with the COUNTY for the review and approvals of all submittals.
 - Obtain detailed relocation plans and, if necessary, cost estimates from utility owners.
 - Draft and issue Notice to Owner to relocate (estimated issuance of 2 notices).
 - Draft and issue no-conflict letters for facilities not impacting proposed improvements.
 - Draft meeting agendas and minutes to ensure thorough documentation.
 - Assemble and deliver the final close-out file for the utility relocation process and provide all correspondence with utility companies.

Deliverables:

- Comprehensive utility relocation plan outlining schedules, cost implications, and resolution strategies for utility relocations.:
- Utility relocation agreements
- Utility "B" Letter (Request for Conflict Resolution Plans / Claim of Liability)
- Caltrans Reports of Investigation, Including all findings from utility conflict reviews.
- Utility Agreements (if applicable)
- Notice to Owners

Task 6.3: Utility Relocation Oversight

Oversight of utility relocation activities during construction is assumed to be performed by others and is not included in this scope

TASK 7: PROJECT DESIGN

Task 7.1: Preliminary Design Alternatives

CONSULTANT and COUNTY will determine which of up to three structure types will be investigated. A Bridge Advanced Planning Study and Geometric Approval Drawings (GADs) that include roadway layout, profile, typical cross sections, and preliminary cost estimates for up to three bridge alternatives will be developed. CONSULTANT will confer with Caltrans Division of Structures Local Assistance and Caltrans District Local Assistance as necessary to confirm project assumptions and physical project limits for eligible HBP work. COUNTY and CONSULTANT will decide which alternative is to be the preferred and recommended alternative.

CONSULTANT will prepare a geometric design criteria (GDC) summary by reviewing AASHTO, County, and Caltrans highway design criteria, in coordination with the County, develop acceptable roadway design criteria. The memo will focus on the 12 geometric controlling criteria with a primary importance for safety in the selection of AASHTO design standards as designated by FHWA.

CONSULTANT will develop up to two project alternatives based on the known constraints and design criteria. The GADs include the following:

Layouts including preliminary utility relocations

Profiles and Superelevation Diagrams

Typical Cross Sections

Bridge Advance Planning Study

Field corner sight distance exhibits

Right of way Requirements

Preliminary Construction Cost Estimates

Deliverables:

- Bridge Advance Planning Studies (up to 3)
- GADs (up to 2)
- GDC Memo
- Preliminary cost estimates

Task 7.2: Type Selection Process and 35% Design

Task 7.2.1: Draft Bridge Type Selection Report

CONSULTANT will prepare a Draft Bridge Type Selection Report (TSR) in accordance with Caltrans and AASHTO design guidelines. The TSR will include:

- Location and site map.
- Roadway geometry and typical section.
- General description of the project.
- Approach roadways.
- Traffic control and detour plan.
- Drainage considerations.
- Right-of-way (permanent and temporary requirements).
- Utilities.
- Geotechnical and hydraulic requirements.
- Aesthetics and environmental considerations.
- Construction access and staging requirements.
- Removal of existing structures.
- Detailed cost analysis and alignment alternatives.

Deliverables:

- Draft Bridge Type Selection Report (Bound copies and PDFs)
- Appendices:
- Bridge general plans

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- Layout and profile grade sheets
 - Alternative cost estimates
 - Photographs and draft reports (Preliminary Foundation Report, Hydraulic Report, etc.)

Task 7.2.2: Type Selection Meeting

CONSULTANT will assist the COUNTY in obtaining Caltrans concurrence of the recommended alternative, which will include attending a Type Selection Meeting with Caltrans. CONSULTANT will document comments from the meeting, evaluate them, and make revisions prior to submittal of the Final TSR.

Deliverables:

- Meeting minutes summarizing discussions and final recommendations

Task 7.2.3: Final Bridge Type Selection Report and 35% Plans and Estimate

Prepare and finalize the Bridge Type Selection Report by incorporating comments from County and stakeholders.

Upon Caltrans approval of the Final TSR, CONSULTANT will advance the bridge and roadway design to the 35% level. Preliminary 35% design will include but is not limited to:

- Title Sheet
- Typical Sections
- Horizontal Control
- Layouts
- Profiles and Superelevations
- Utility Conflict Maps
- Traffic Handling Plan
- Bridge General Plan
- Foundation Plan
- Identified right of way limits and needs
- Approximate Quantities
- Construction Cost Estimate (Roadway and Bridge)
- List of anticipated Design Exceptions

Deliverables:

- Final Bridge Type Selection Report (Bound copies and PDFs)
- 35% Design Plans
- Preliminary Engineer's Estimate
- Quality Control and Constructability Review Memorandum

Task 7.3: 65% PS&E (Plans and Estimate)

Refine bridge and roadway designs and estimates to the 65% completion level.

CONSULTANT will review and incorporate applicable revisions from the 35% plans and estimate and develop the roadway and bridge plans to 65% level. A preliminary contract item list will be prepared, as well as an updated GP estimate reflecting any significant changes from the 35%. CONSULTANT will perform an independent QA/QC review of the 65% plans and incorporate appropriate revisions prior to

submittal to the County. A submittal of the 65% plans and QA/QC comments and responses will be made to the County and CONSULTANT shall attend one submittal review meeting at the County office, if requested.

Bridge design will be in accordance with AASHTO LRFD Bridge Design Specifications 8th Edition w/ CA Amendments. The design will meet County, Caltrans, and FHWA standards in effect as of the date of Notice to Proceed. Seismic design will be performed in accordance with the latest edition of the Caltrans Seismic Design Criteria. Detailing of plans will be in accordance with Caltrans Bridge Design Details Manual. Potential bridge aesthetics will be limited to architectural treatments in the form of concrete formliners and/or staining on the faces of abutments, wingwalls, and concrete barrier (if used).

The following final plan list is based on a multi-span cast-in-place or precast girder bridge with approach roadway improvements completed on a realignment of Sherwood Road and the new bridge constructed adjacent to the existing:

| Sheet Title | Anticipated # of Sheets |
|---------------------------|--------------------------------|
| Title Sheet | 1 |
| Typ Secs | 1 |
| Project Control | 1 |
| Layout Plan and Profile | 2 |
| Construction Details | 3 |
| Temp WPCP | 2 |
| Temp Creek Diversion Plan | 1 |
| Erosion Control | 2 |
| Utility Plan | 1 |
| Traffic Handling | 1 |
| Signing & Striping | 1 |
| General Plan | 1 |
| Deck Contours | 1 |
| Foundation Plan | 1 |
| Abutment Layout | 2 |
| Abutment Details | 3 |
| Pier Layout | 1 |
| Pier Details | 1 |
| Typ Secs | 1 |

| | |
|--------------------------|-----------|
| Girder/Slab Layout | 1 |
| Girder/Slab Details | 2 |
| Misc Details | 1 |
| LOTB | 2 |
| Total Sheet Count | 33 |

Deliverables:

- 65% Plans and Estimate Package (PDF format)
- Response to Comments on 35% Submittal

Task 7.4: 90% PS&E

CONSULTANT will finalize roadway plans and respond to comments received from the 65% submittal. Final grading and drainage details will be developed as well as new/existing roadway conformance details. CONSULTANT will perform an independent QA/QC review of the 95% plans and incorporate appropriate revisions prior to submittal to the County. A submittal of the 95% plans and QA/QC comments and responses will be made to the County and CONSULTANT shall attend one submittal review meeting at the County office if requested.

CONSULTANT will finalize bridge plans and respond to comments received from 65% submittal. CONSULTANT will perform an independent QA/QC review of the 95% plans and incorporate appropriate revisions prior to submittal to the County. A submittal of the 95% plans and QA/QC comments and responses will be made to the County and CONSULTANT shall attend one submittal review meeting at the County office if requested.

CONSULTANT will prepare the required technical special provisions for Division 1 Sections 8 and 9; and Division 2-11. CONSULTANT will supply project specific information to the County for inclusion into the County supplied boilerplate specifications, including order of work, time of completion, etc. The basis of the specifications shall be the latest Caltrans Standard Specifications. It is assumed that the County will prepare the “boiler plate” documents, including the notice to bidders, proposal, bond forms, and agreement. CONSULTANT will review project plans and specifications to confirm that appropriate avoidance measures and conditions of permits, including items of work required by the permits, and environmental mitigation measures are incorporated into the bridge plans and specifications. Items of work required by the permits will be included in the estimate and addressed in the specifications.

Two independent sets of bridge quantity calculations will be prepared by individuals experienced in this work. The quantity calculations will be organized and detailed for use by field inspectors during construction. Standard Caltrans summary sheets will be used for bridge and roadway quantity calculations. Unit prices will be applied to each contract item resulting in the Engineer’s Estimate of Probable Construction Cost (Estimate). Prices used will be based on the latest available data from the County and Caltrans. Non-participating costs, if any, will also be segregated. Five (5) percent of the total estimate will be added for contingencies, per current Caltrans guidelines.

CONSULTANT will prepare a SWPPP in compliance with the National Pollutant Discharge Elimination System (NPDES) Construction General Permit (CGP). The SWPPP prepared by CONSULTANT will include the evaluation and documentation of the risk assessment as presented in the CGP. CONSULTANT will

identify the potential temporary water quality and erosion impacts of the Project. At each location of potential water quality or erosion impacts, an appropriate temporary construction site and permanent

Deliverables:

- 90% Plans (PDF format)
- Draft Project Specifications (MS Word format, PDF format)
- Updated Engineer's Estimate (MS Excel format, PDF format)
- Response to Comments on 65% Plans and Estimate

Task 7.5: Independent Design Check (IDC)

CONSULTANT will perform an independent design check of the bridge plans in conformance with usual Caltrans bridge design procedures. The checker will provide a list of comments and a marked up set of plans to CONSULTANT. Upon completion of design check, discrepancies between the design and checker will be reconciled and plans updated for preparation of quantities, estimate, and specifications. The final design will reflect agreement between the two engineers. CONSULTANT will prepare responses to comments received on the 65% submittal.

Deliverables:

- Design revisions based on IDC feedback

Task 7.6: 100% PS&E

Upon receipt of comments from the 95% submittal, final revisions will be made. CONSULTANT will incorporate appropriate revisions prior to submittal to the County. A submittal of the 100% plans and QA/QC comments and responses will be made to the County and CONSULTANT shall attend one submittal review meeting at the County office. CONSULTANT will revise the plans and specifications to be consistent with and reference current Caltrans specifications and standard drawings.

CONSULTANT will prepare a preliminary construction schedule and submit to COUNTY.

A Resident Engineer's file will be prepared that includes the Foundation Report, Hydraulics Report, bridge 4-scale drawings, bridge quantity and quantity check calculations, design cross sections, estimate summary forms and designers notes to the Resident Engineer.

Deliverables:

- Final Stamped and Signed Plans (PDF format, ACAD Civil 3D 2024)
- Final Stamped and Signed Project Specifications (MS Word and PDF format)
- Final Construction Cost Estimate (MS Excel and PDF format)
- One (1) copy of the Resident Engineer's File
- Three (3) copies of Roadway cross sections at minimum 50-foot intervals
- Response to Comments on 95% PS&E Submittal

TASK 8: RIGHT OF WAY ENGINEERING

Task 8.1: ROW Acquisition Planning

CONSULTANT will identify right-of-way acquisitions resulting from the proposed improvements. Additionally, CONSULTANT will provide information about existing conditions within the project limits including, land use, and any existing rights or encumbrances known to exist on the affected properties. The specific steps CONSULTANT will take to determine impacts and estimate costs are as follows:

- Perform a GIS analysis to identify property and rights potentially affected by the proposed design
- Use publicly available data and other real estate resources to confirm the ownership, land use, zoning, lot size, and improvements for each affected property
- Perform a desktop inspection of properties to confirm the probable acquisition type (fee, easement, temporary construction easement, etc.) including identifying existing uses or personal property to be relocated (if any).
- Calculate the fee and/or easement area (including temporary construction easements) that will need to be acquired for each impacted property using design data and assessor boundary information
- Estimate the total capital cost of acquisition for all parcels including real estate costs, relocation assistance, severance damages, loss of goodwill, fixtures and equipment, demolition and clearance
- Estimate permit costs
- Estimate the total support cost for all parcels including appraisal fees, condemnation costs, title and escrow fees, environmental fees, and consultant fees as necessary
- Escalate costs to anticipated right-of-way acquisition date
- Prepare a draft Caltrans Right of Way Data Sheet using Caltrans Exhibit 17-EX-21 (Right of Way Data Sheet for Local Public Agencies) for the Build Alternatives
- Update the RWDS based on comments from the design team and the County and submit a final Draft RWDS.
- Respond to comments from Caltrans R/W as necessary and make required updates to the Data Sheets.

Deliverables:

- ROW acquisition exhibits

Task 8.2: ROW Parcel Appraisals and Acquisition

All appraisals and appraisal reviews used for the acquisition of real property will be prepared in accordance with 49 CFR Part 24 and the Uniform Standards of Professional Appraisal Practice (USPAP). A single self-contained appraisal report will be prepared for each property acquisition that will contain relevant project-related data, subject property information, market comparables, and an analysis of the appraiser's value conclusions.

During the appraisal process, CONSULTANT will be responsible for the following tasks:

- Prepare appraisal scope, fees, and timing on a property-by-property basis.
- Issue appraisal notices to property owners. Conduct field reviews of property issues with appraisers.
- Make weekly contact with appraisers to update progress.

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- Review appraisals for quality; request changes/additions as necessary or based on preliminary communication with the County. Complete memo indicating appraisal received and forwarding for review.

Appraisals will be prepared in accordance with USPAP requirements, and, at a minimum, contain the following requirements:

- Adequate description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, an adequate description of the remaining property).
- Items identified as personal property.
- Statement of the known and observed encumbrances, if any, location, zoning, present use, an analysis of highest and best use, and at least a five-year sales history of the property.
- All relevant and reliable approaches to value consistent with established federal and federally-assisted program appraisal practices. If the appraiser uses more than one approach, there is to be an analysis and reconciliation of approaches to value used that is sufficient to support the appraiser's opinion of value.
- A description of comparable sales, including a description of all relevant physical, legal, and economic factors such as parties to the transaction, source, and method of financing, and verification by a party involved in the transaction.
- Statement of the value of the real property to be acquired and, for a partial acquisition, a statement of value of the damages and benefits, if any, to the remaining real property where appropriate.
- The effective date of valuation, date of appraisal, signature, and certification of the appraiser.

Appraisal Review: Review appraisals will be provided for each appraisal, in accordance with State and Federal law and County policy as required. The review appraiser will, as appropriate:

- Identify the reviewer's client and intended users, the intended use of the reviewer's opinions and conclusions, and the purpose of the assignment.
- Identify the following:
 - Subject of the appraisal review assignment.
 - Effective date of the review.
 - Property and ownership interest appraised (if any) in the work under review.
 - Date of the work under review and the effective date of the opinion or conclusion in the work under review.
 - Appraiser(s) who completed the work under review, unless the identity was withheld.
- Identify the scope of work to be performed.
- Develop an opinion as to the completeness of the material under review, given the scope of work applicable in the assignment.
- Develop an opinion as to the apparent adequacy and relevance of the data and the propriety of any adjustments to the data, given the scope of work applicable in the assignment.
- Develop an opinion as to the appropriateness of the appraisal methods and techniques used, given the scope of work applicable in the assignment, and develop the reasons for any disagreement.
- Develop an opinion as to whether the analyses, opinions, and conclusions are appropriate and reasonable, given the scope of work applicable in the assignment, and develop the reasons for any disagreement.

Review appraisals will be forwarded to the County for establishment of just compensation prior to the preparation of offers to acquire the proposed land rights for the project.

Acquisition and Negotiation: It is assumed that the Project will require the acquisition of property rights from 1 owner. All tasks will be performed in accordance with applicable Federal, State and local regulations, and the County's internal policies and procedures. Specifically, CONSULTANT will:

- Coordinate and manage the acquisition process with the County, legal counsel, design team, property owners, and tenants along with the title company, appraisers, and other consultants to insure effective cross-discipline communications.
- Review right-of-way plans, appraisal reports, title reports, appraisal maps and legal descriptions and all other pertinent documents.
- Prepare acquisition offer packages consisting of the County's written purchase offer, appraisal summary statement, acquisition brochure, acquisition agreement, conveying instruments (Grant Deed, Permanent and/or Temporary Easements, etc.), Certificate of Acceptance, recommendation of amount of Just Compensation, plat maps and legal descriptions, and Title VI Information.
- CONSULTANT acquisition agent will meet personally with each property owner to present the County's purchase offer, explain the project design requirement, and inform him or her of the County's right-of-way acquisition process.
- Negotiate personally in good faith with each property owner, his/her agent or representative and discuss the valuation of the property interests, gather information for consideration and address any questions or concerns that may arise during the acquisition process.
- Establish and maintain an acquisition file for each property owner or property interest acquired and maintain a file checklist pursuant to the County's specifications.
- Promptly transmit executed documents (acquisition agreements, executed deeds, rental agreements, statements of information, offset statements, and the like) to the County for acceptance and processing. A report summarizing the pertinent information relative to the transaction will be included.
- Prepare and submit a Letter of Recommendation to the County for any proposed administrative settlements with property owners. The letter will include a chronology of the negotiation efforts, provide supporting evidence and documentation and an explanation of the benefits and rationale behind the recommendation.

Escrow Coordination – Coordinate opening of escrows, assist the escrow company in obtaining additional documentation as necessary to provide clear title to the County, supervise and review the closing of escrows, and review closing statements for completeness and accuracy. CONSULTANT will serve as liaison between the title company, escrow holder, and the County.

Recommend condemnation action when negotiations have reached an impasse. The required justification will be submitted in writing to the County. Our primary goal will be to reach an acceptance of the offer with each property owner. CONSULTANT will work with the County in recommending solutions to achieve acceptance of the offer.

Perform any other normal procedures and processes to implement the acquisition assignment and provide any other supporting information and/or correspondence required by the County.

Provide bilingual acquisition agents, if necessary.

Prepare all applicable forms, secure property owner's approval and signature and submit the forms to the County for review and acceptance.

Upon completion of the acquisition process for each property or property interest, or at project completion, CONSULTANT will provide the County with the original acquisition file as well as electronic copy of files for future audit purposes.

Deliverables:

- Appraisal reports
- ROW deeds

TASK 9: CONSTRUCTION DESIGN SUPPORT

Task 9.1: Bid Support

Respond to Bidder Inquiries during the bidding phase and assist with clarifications and addenda to ensure contractors understand project requirements. Up to four (4) Bidder Inquiries are assumed.

Deliverables:

- RFI response log
- Addenda to bid documents

Task 9.2: Submittal Reviews

Review contractor submittals and shop drawings to ensure compliance with the project design and specifications.

Deliverables:

- Submittal review log
- Approved shop drawings

Task 9.3: RFI Management

Address RFIs during construction, providing design clarifications and resolving issues as they arise. CONSULTANT will respond to contractor's inquiries through County requests. CONSULTANT will prepare drawings and review change orders requested by the County. In addition,

Task 9.4: Construction Oversight and Consultation

Provide oversight during critical construction activities and offer technical consultation for unexpected conditions. CONSULTANT will make up to four (4) field visits to the construction site requested by the County. The field visits will include discussion with the Resident Engineer to answer questions regarding the ongoing construction activities.

Deliverables:

- Construction observation reports
- Design revisions (if required)

Task 9.5: As-Built Documentation Review

Verify and review as-built conditions to ensure compliance with the final design.

Deliverables:

- Reviewed as-built drawings
- Final acceptance report

SERVICES TO BE PROVIDED BY COUNTY

MCDOT will make appropriate staff available for meetings and site visits; review all reports and plans for approval: either as the approving agency or prior to submittal to an approving agency; prepare the Board of Supervisors' packages; schedule any public hearings or meetings; file the Notice of Determination with the County Clerk; prepare any needed Permission to Enter documents for access to private property; complete property appraisals and provide property acquisition for right of way, either by the County or under separate Consultant contract.

[END OF DEFINITION OF SERVICES]

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 *Caltrans 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.

SAMPLE INVOICE

(Provide a header with CONSULTANT's name, address and telephone number)

INVOICE

County of Mendocino
Department of Transportation
 340 Lake Mendocino Dr
 Ukiah, CA 95482

Invoice No.: 123456
 Date: 17 December 2015
 Consultant Contract No.: XYZ

Attn: *DOT Bridge Project Manager*
 MCDOT Project No.: BRLO-5910(147)
 Fort-Bragg Sherwood Road Bridge Replacement Project

MCDOT Contract No.: 240035

Services Period: 1Nov22-30Nov22
 Services Performed:

Consultant Charges

| Staff classification | Name | Hours | Unit Rate | Total |
|---------------------------|------------|-------|-----------|-----------------|
| Project Manager | John Jones | 1.00 | \$25.65 | \$25.65 |
| Senior Engineer | etc. | 1.87 | \$15.65 | \$29.27 |
| Biologist | | | | |
| Direct Cost Subtotal | | | | \$54.92 |
| Indirect Cost Rate | | | | 103.57 |
| Direct and Indirect Costs | | | | % |
| Subtotal | | | | <u>\$111.80</u> |
| Fixed Fee | | | | 10.00% |
| | | | | <u>\$122.98</u> |

Reimbursables

| | |
|------------------------|----------------|
| Mileage | \$0.64 |
| Shipping | <u>\$17.51</u> |
| Reimbursables Subtotal | \$18.15 |

(Your firm name) Invoice Total \$141.13

Subconsultant Charges

| | |
|----------------------------|-------------------|
| Subconsultant 1, Invoice 1 | \$1,250.00 |
| Subconsultant 1, Invoice 2 | \$500.00 |
| Subconsultant 2 | <u>\$250.00</u> |
| | \$2000.00 |
| Subconsultant subtotal | <u>\$2,141.13</u> |

Total Due This Invoice

Billing Status

| Contract Amount | Previously Invoiced | Amount of This Invoice | Invoiced to Date | Amount Remaining | Per Cent Invoiced |
|-----------------|---------------------|------------------------|------------------|------------------|-------------------|
|-----------------|---------------------|------------------------|------------------|------------------|-------------------|

Signed: _____
 (Name)

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

Note: Mark-Ups are Not Allowed

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Consultant: Wood Rodgers, Inc.

Date: 12/8/2025

Project No. _____ Contract No. _____

Project Name County of Mendocino - Sherwood Road Over Sherwood Creek Bridge Replacement

DIRECT LABOR

| Name | Classification | Fee Range | Hours | Actual Hr Rate | Total |
|--------------------------|--------------------------|-----------|--------------|----------------|--------------|
| Christopher Hodge | Principal Engineer II | | 4 | \$ 103.37 | \$ 413.48 |
| Stacey Randall | Principal Engineer I | | 486 | \$ 84.13 | \$ 40,887.18 |
| Senior Engineer II | Senior Engineer II | | 200 | \$ 98.56 | \$ 19,712.00 |
| Project Engineer I | Project Engineer I | | 870 | \$ 62.50 | \$ 54,375.00 |
| Senior Engineer I | Senior Engineer I | | 208 | \$ 83.52 | \$ 17,372.16 |
| Principal Surveyor I | Principal Surveyor I | | 40 | \$ 96.15 | \$ 3,846.00 |
| Principal Planner I | Principal Planner I | | 67 | \$ 112.98 | \$ 7,569.66 |
| Project Planner I | Project Planner I | | 354 | \$ 57.69 | \$ 20,422.26 |
| Planner I | Planner I | | 440 | \$ 38.50 | \$ 16,940.00 |
| Project Engineer II | Project Engineer II | | 344 | \$ 71.11 | \$ 24,461.84 |
| Engineer II | Engineer II | | 0 | \$ 54.00 | \$ - |
| Engineer I | Engineer I | | 378 | \$ 43.50 | \$ 16,443.00 |
| Designer | Designer | | 40 | \$ 33.00 | \$ 1,320.00 |
| Senior Surveyor II | Senior Surveyor II | | 0 | \$ 88.94 | \$ - |
| Senior Surveyor I | Senior Surveyor I | | 4 | \$ 67.31 | \$ 269.24 |
| Project Surveyor II | Project Surveyor II | | 0 | \$ 61.00 | \$ - |
| Project Surveyor I | Project Surveyor I | | 96 | \$ 58.03 | \$ 5,570.88 |
| Surveyor II | Surveyor II | | 98 | \$ 49.00 | \$ 4,802.00 |
| Surveyor I | Surveyor I | | 0 | \$ 38.00 | \$ - |
| 1-Person Survey Crew | 1-Person Survey Crew | | 0 | \$ 64.05 | \$ - |
| 2-Person Survey Crew | 2-Person Survey Crew | | 92 | \$ 126.10 | \$ 11,601.20 |
| 3-Person Survey Crew | 3-Person Survey Crew | | 0 | \$ 178.68 | \$ - |
| Project Coordinator | Project Coordinator | | 60 | \$ 43.00 | \$ 2,580.00 |
| Administrative Assistant | Administrative Assistant | | 0 | \$ 37.00 | \$ - |
| | | | <u>3,781</u> | | |

LABOR COSTS

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

\$ 248,585.90
 \$18,001.20

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 266,587.10

INDIRECT COSTS

- d) Fringe Benefits (Rate: 59.68%)
- f) Overhead (Rate: 132.13%)
- h) General and Administrative (Rate: 0.00%)

c) Total Fringe Benefits [(c) x (d)] \$ 159,099.18
 g) Overhead [(c) x (f)] \$ 352,241.54
 i) Gen & Admin [(c) x (h)] \$ -

j) TOTAL INDIRECT COSTS [(c) + (g) + (i)] \$ 511,340.72

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10% \$ 77,792.78

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

| Description of Item | Quantity | Unit | Unit Cost | Total |
|------------------------------------|----------|--------|-------------|---------------------|
| Mileage | 740 | Actual | \$0.70 | \$ 518.00 |
| Hotel (Per Diem) | 13 | Night | \$129.00 | \$ 1,677.00 |
| Travel (Per Diem) | 10 | Actual | \$64.50 | \$ 645.00 |
| Meals (Per Diem) | 8 | Actual | \$86.00 | \$ 688.00 |
| Prelim Title Reports | | | | \$ 1,500.00 |
| Potholing | 1 | | \$10,500.20 | \$ 10,500.20 |
| i) TOTAL OTHER DIRECT COSTS | | | | \$ 15,528.20 |

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

| | |
|--------------------------|---------------|
| AVILA & ASSOCIATES | \$ 59,821.00 |
| PAR ENVIRONMENTAL (DBE) | \$ 121,297.93 |
| MONUMENT (DBE) | \$ 59,500.01 |
| CADRE DESIGN GROUP (DBE) | \$ 52,216.76 |
| CRAWFORD | \$ 135,915.49 |

m) TOTAL SUBCONSULTANTS' COSTS \$ 428,751.19

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 444,279.39

TOTAL COST [(c) + (j) + (k) + (n)] \$ 1,300,000.00

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.

COST PROPOSAL 1 Page 2 of 3
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 |
| \$248,585.90 | 3,781 | | \$65.75 | Year 1 Avg Hourly Rate |

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

| | | | | | |
|--------|-----------------|---|---------------------|---|--|
| | Avg Hourly Rate | | Proposed Escalation | | |
| Year 1 | \$65.75 | + | 3.0% | = | \$67.72 |
| Year 2 | \$67.72 | + | 3.0% | = | \$69.75 |
| Year 3 | \$69.75 | + | 3.0% | = | \$71.84 |
| Year 4 | \$71.84 | + | 3.0% | = | \$74.00 |
| | | | | | Year 2 Avg Hourly Rate Year 3 Avg Hourly Rate Year 4 Avg Hourly Rate 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 | 0.0% | * | 3,781 | = | 0 | Estimated Hours Year 1 |
| Year 2 | 25.0% | * | 3,781 | = | 945 | Estimated Hours Year 2 |
| Year 3 | 30.0% | * | 3,781 | = | 1134 | Estimated Hours Year 3 |
| Year 4 | 30.0% | * | 3,781 | = | 1134 | Estimated Hours Year 4 |
| Year 5 | 15.0% | * | 3,781 | = | 567 | Estimated Hours Year 5 |
| Total | 100.000% | | Total | = | 3,781 | |

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 | \$65.75 | * | 0 | = | \$0.00 | Estimated Hours Year 1 |
| Year 2 | \$67.72 | * | 945 | = | \$64,010.87 | Estimated Hours Year 2 |
| Year 3 | \$69.75 | * | 1134 | = | \$79,117.43 | Estimated Hours Year 3 |
| Year 4 | \$71.84 | * | 1134 | = | \$81,490.96 | Estimated Hours Year 4 |
| Year 5 | \$74.00 | * | 567 | = | \$41,967.84 | Estimated Hours Year 5 |
| | | | Total Direct Labor Cost with Escalation | = | \$266,587.10 | |
| | | | Direct Labor Subtotal before Escalation | = | \$248,585.90 | |
| | | | Estimated total of Direct Labor Salary Increase | = | \$18,001.20 | 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 #
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
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:

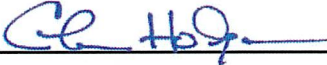
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

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,
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**: Chris Hodge, PE Title** Principal

Signature:  Date of Certification (mm/dd/yyyy): 10/9/2025

Email**: chodge@woodrogers.com Phone Number: 916.503.5461

Address: 3301 C Street, Building 100B, Sacramento, CA 95816

**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:

| |
|------------------|
| Prime consultant |
|------------------|

[END OF PAYMENT TERMS]

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

[END OF EPAYABLES INFORMATION]

EXHIBIT E
A&E BOILERPLATE AGREEMENT LANGUAGE
(For Local Assistance Federal-Aid Projects)

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ARTICLE IV PERFORMANCE PERIOD

- A. This AGREEMENT shall go into effect on from the date this Agreement becomes fully executed by all parties, contingent upon approval by COUNTY, and CONSULTANT shall commence work after notification to proceed by COUNTY'S Contract Administrator. The AGREEMENT shall end on June 30, 2027, unless extended by AGREEMENT amendment. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY'S approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.
- C. 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.
- D. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of \$77,792.78. 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.
- E. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- F. 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.
- G. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT'S fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.

- H. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.
- I. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Mendocino County Department of Transportation
Attn: Rygg Larsen
340 Lake Mendocino Drive, Ukiah, CA 95482

- J. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed \$1,300,000.
- K. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

ARTICLE VI TERMINATION

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

drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. 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 LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 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 LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

- D. CONSULTANT and subconsultant AGREEMENTS, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI. Accepted rates will be as follows:
 - a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

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

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY 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 LOCAL AGENCY 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 LOCAL AGENCY'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 LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.
- E. 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. CONSULTANT must submit Exhibit 9-P to the LOCAL AGENCY 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 LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

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.

F. Prompt Payment of Withheld Funds to Subconsultants

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

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations

must be submitted with the request, or the absence of proposal must be adequately justified.

- C. Any equipment purchased 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, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.
 2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.
- F. Penalty
1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
 3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
 4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the 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, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
 6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

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

H. Employment of Apprentices

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

ARTICLE XIII CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate 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 LOCAL AGENCY, 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 LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. 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 §11102.
- 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 ensure 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 (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY 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 LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 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.

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 LOCAL AGENCY. 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

CONSULTANT, or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26).

In accordance with 49 CFR 26.13(b):

CONSULTANT, or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

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

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

ARTICLE XIX INSURANCE

A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence.

B. The Certificate of Insurance will provide:

1. That the insurer will not cancel the insured's coverage without thirty (30) calendar

days prior written notice to LOCAL AGENCY.

2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.

C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

ARTICLE XX FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to 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 LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without

prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing

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

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five

(45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and Mendocino County Director of Transportation, 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 LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXIV INSPECTION OF WORK

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

ARTICLE XXV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety

instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

- B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXVI OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of LOCAL AGENCY, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, LOCAL AGENCY shall be entitled to, and CONSULTANT shall deliver to LOCAL AGENCY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to LOCAL AGENCY which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by LOCAL AGENCY.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of LOCAL AGENCY without restriction or limitation upon its use or dissemination by City.
- 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 LOCAL AGENCY for another project or project location shall be at LOCAL AGENCY's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

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

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY'S operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY'S actions on the same, except to LOCAL AGENCY'S staff, CONSULTANT'S own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, 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 LOCAL AGENCY or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this

Contract, LOCAL AGENCY has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, LOCAL AGENCY'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 LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE 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 of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-

discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of 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).