

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

21-418

SAP Number

Public Works

Department Contract Representative
Telephone Number

Mervat Mikhail
(909) 387-7940

Consultant
Consultant Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

EXP U.S. Services, Inc.
Gabriel Rodriguez
(909) 751-3252
6/8/21 – 6/8/23
\$3,503,005.93

665000H15057

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino, Transportation Design Division of the Public Works Department (County) desires to fulfill its professional engineering and environmental needs for Phelan Road widening, from State Route 138 to Los Banos Avenue, in the Phelan area (Project); and

WHEREAS, the County conducted a competitive process to find EXP U.S. Services, Inc. (Consultant) to provide these services, and

WHEREAS, the County finds Consultant is qualified to provide engineering and environmental services; and

WHEREAS, the County and EXP have negotiated an amount of \$5,661,075.17 for three (3) phases of the Project as follows:

Phase I – Project Approval/Environmental Document (PA/ED) - \$3,503,005.93
Phase II – Plans, Specifications and Estimate (PS&E) - \$2,015,285.07
Phase III – Construction Support - \$142,784.18

Phase I of the Project is funded with Measure I Major Local Highway Program funds administered by San Bernardino County Transportation Authority (SBCTA). SBCTA has the Project's PS&E (Phase II) programmed under its 10-Year Delivery Plan for 2021-22 and Phase III will be federally funded; and

WHEREAS, amendments to this contract will be required before proceeding to Phase II and Phase III; and

WHEREAS, the County desires that such services for Phase I be provided by Consultant and Consultant agrees to perform these services as set forth below;

NOW, THEREFORE, the County and Consultant mutually agree to the following terms and conditions:

A. DEFINITIONS

Board: The San Bernardino County Board of Supervisors.

Contract: The Contract between the County and the Consultant. The word contract and agreement is used interchangeably.

Department: The County's Department of Public Works

Local Agency: The County's Department of Public Works

Request for Proposal (RFP): RFP No. PWG121-TRANS-4073.

Proposal: The offer to provide specific services at specified prices submitted by the consultant in response to the RFP.

Subcontractor: An individual, company, firm, corporation, partnership or other organization, not in the employment of or owned by Consultant who is performing services on behalf of Consultant under the Contract or under a separate contract with or on behalf of Consultant.

B. CONSULTANT RESPONSIBILITIES

B.1 Adhere to the requirements of: 1) this Agreement and 2) RFP No. PWG121-TRANS-4073. In the event of any conflict, this Agreement shall take precedence.

B.2 Maintain a current email address and company phone number with County. Consultant shall notify designated County staff, via email or telephone, ten (10) business days preceding any changes in mailing or physical address.

B.3 The Agreement representative/Project Manager and alternate are listed below. Consultant Agreement representative and alternate shall be available locally Monday through Friday and available by cell phone 24 hours a day, Monday through Sunday, including holidays. Consultant or designee must respond to County inquiries within two (2) business days. Consultant will also designate a back-up point of contact in the event the primary contact is not available. This Agreement Representative shall provide overall management and coordination of the Agreement on Consultant's behalf. Any changes to Consultant's Agreement Representative shall be provided to County in writing and shall be subject to the approval of the County's Director of the Department of Public Works.

Agreement Representative/Project Manager:

EXP U.S. Services, Inc.
451 East Vanderbilt Way, Suite 375
San Bernardino, CA 92408
Attn: Gabriel Rodriguez, P.E.
Phone: (909) 751-3253
Email: Gabriel.rodriguez@exp.com

Agreement Representative Alternate:

EXP U.S. Services, Inc.
451 East Vanderbilt Way, Suite 375
San Bernardino, CA 92408
Attn: Khalil Saba, P.E.
Phone: (909) 228-2821
Email: khalil.saba@exp.com

B.4 Consultant shall provide services, as described in its proposal dated February 5, 2021, (hereinafter referred to as "Proposal"), Exhibit A – Scope of Services, and Exhibit B – Cost Proposal and incorporated herein by this reference and summarized below:

- a. **Task C2 – Project Management**
- b. **Task C3 – Survey (Optional)**
- c. **Task C4 – Right-of-Way Engineering (Additional Legals and Plats – Optional)**
- d. **Task C5 – Hydrology/Hydraulics**
- e. **Task C6 – Pavement Design**
- f. **Task C7 – Geological/Geotechnical Investigation and Reports**
- g. **Task C8 – Utilities**
- h. **Task C9 – Railroad Coordination**
- i. **Task C10 – Environmental/Biological Studies and Clearance Document**
- j. **Task C11 – 35% Civil Plans, Specs and Estimates**
- k. **Task C12 – 35% Bridge Plans, Specs and Estimates**

Deliverables shall be subject to the satisfaction of County, Caltrans, and, if applicable, FHWA. Consultant shall sign all Plans, Specifications and Estimate (PS&E) and engineering data furnished under the contract including registration number. Failure to comply with this provision and provide one or more of the deliverables to the satisfaction of County, Caltrans, and, if applicable, FHWA, and if Consultant does not cure the default, then Consultant will be deemed to be in breach of this Agreement, entitling County to pursue its rights in accordance with Section C.21.

Optional future phases are described in the scope of work for the Project and shown in Exhibit A, attached hereto and incorporated herein by this reference. However, optional future phases will not be funded unless and until approved by County. County has the sole discretion to decide whether to request this service from Consultant. If County requests such services, an amendment to the contract will be required to pay for the additional phases. Only the Board of Supervisors may approve an amendment to the contract on behalf of County.

B.5 Comply with the schedule in Exhibit C, Project Schedule, included and incorporated herein by this reference.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Contract Amendments

Consultant agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Consultant and County.

C.3 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other consultants for the same or similar services. The County does not guarantee or represent that the Consultant will be permitted to perform any minimum amount of work, or receive a minimum amount of compensation, under the terms of this Contract.

C.4 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

C.5 Background Checks for Consultant Personnel

Consultant shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide services to the County; and (c) are not otherwise disqualified from performing the services under applicable law. If requested by the County and not in violation of applicable law, Consultant shall conduct a background check, at Consultant's sole expense, on all its personnel providing services. If requested by the County, Contractor shall provide the results of the background check of each individual to verify that the individual meets Consultant's standards for employment. Such background check shall be in the form generally used by Consultant in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Consultant personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or services, and County shall have the right, at its sole option, to refuse access to any of Consultant's personnel to any County facility.

C.6 Change of Address

Consultant shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

C.7 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C.8 Compliance with County Policy

In performing the services and while at any County facilities, Consultant personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the services, and all amendments and modifications to each of the items addressed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Consultant or Consultant personnel or may be made available to Consultant or Consultant personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Consultant shall be responsible for the promulgation and distribution of County Policies to Consultant personnel to the extent necessary and appropriate.

County shall have the right to require Consultant's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.9 Confidentiality

Consultant shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. Consultant shall not use or disclose any identifying information for any other purpose other than carrying out the Consultant's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

C.10 Primary Point of Contact

Consultant will designate an individual to serve as the primary point of contact for the Contract. Consultant or designee must respond to County inquiries within two (2) business days. Consultant shall not change the primary contact without written acknowledgement to the County. Consultant will also designate a back-up point of contact in the event the primary contact is not available.

C.11 County Internship Initiative

Contractor agrees to be contacted by the County to solicit its participation in an internship initiative known as GenerationGo! Career Pathways, involving the potential placement and hiring of interns by Contractor's business. Contractor is encouraged, and agrees to make good faith efforts, to utilize the County's program to aid the ***County's Vision for a skilled workforce and jobs that create countywide prosperity***, and its ***goal to Create, Maintain and Grow Jobs and Economic Value in the County***. The County's objective with its internship initiative is to focus on training, education, employment and support services to develop a more highly-educated and trained workforce. When participating in the County's internship initiative, the Contractor remains an independent contractor and shall not be construed as agents, officers, or employees of the County. More information about the County's GenerationGo! Career Pathways Program can be located at <http://wp.sbcounty.gov/workforce/career-pathways/>.

C.12 County Representative

The Director of the Department of Public Works or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the services/Scope of Work by Consultant. If this Contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract, unless otherwise delegated.

C.13 Damage to County Property

Consultant shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Consultant or its employees or agents. Such repairs shall be made immediately after Consultant becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Consultant fails to make timely repairs, the County may make any necessary repairs. The Consultant, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Consultant from the County, as determined at the County's sole discretion.

C. 14 Debarment and Suspension

Consultant certifies that neither it nor its principals or subcontractors is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Consultant further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.15 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Consultant agrees that the Consultant and the Consultant's employees, while performing service for the County, on County property, or while using County equipment:

- C.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

- C.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Consultant or Consultant's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

Consultant shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Consultant has with the County, if the Consultant or Consultant's employees are determined by the County not to be in compliance with above.

C.16 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.17 Employment Discrimination

During the term of the Contract, Consultant shall not discriminate 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, sexual orientation, age, or military and veteran status. Consultant shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.18 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Consultant to use recycled paper for any printed or photocopied material created as a result of this Contract. Consultant is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Consultant must be able to annually report the County's environmentally preferable purchases. Consultant must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

C.19 Improper Influence

Consultant shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Consultant or officer or employee of the Consultant.

C.20 Improper Consideration

Consultant shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of

the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Consultant shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Consultant. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.21 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.22 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.23 Licenses, Permits and/or Certifications

Consultant shall ensure that it has all necessary licenses, permits and/or certifications required by Federal, State, County, and municipal laws, ordinances, rules and regulations. The Consultant shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Consultant will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

The Project Engineer/Project Manager shall be a registered Professional Civil Engineer licensed in the State of California.

C.24 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Consultant has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.25 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

C.26 Nondisclosure

Consultant shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Consultant or an agent of Consultant or otherwise made available to Consultant or Consultant's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Consultant or an agent of Consultant in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C.27 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.28 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Consultant pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Article D—Term of the Contract. Unless otherwise directed by County, Consultant may retain copies of such items.

C.29 Reserved**C.30 Air, Water Pollution Control, Safety and Health**

Consultant shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.31 Records

Consultant shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Consultant's personnel, consultants, subcontractors, services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

C.32 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto. In the performance of this Contract, Consultant, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino. Any provision of this Contract that may appear to give the County any right to direct the Consultant concerning the details of performing the services/Scope of Work, or to exercise any control over such performance, shall mean only that the Consultant shall follow the direction of the County concerning the end results of the performance.

C.33 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Consultant's relationship with County may be made or used without prior written approval of the County.

C.34 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.35 Subcontracting

Consultant shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the

services to County. At County's request, Consultant shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Consultant shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Article G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Consultant Personnel.

For any subcontractor, Consultant shall:

- 35.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- 35.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- 35.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Articles B. Consultant Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the subcontractors. Consultant agrees that its arrangements with subcontractors will not prohibit or restrict such subcontractors from entering into direct contracts with County.

C.36 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Services provided under this Contract is served upon Consultant or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Consultant and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Consultant for County.

C.37 Termination for Convenience

The County and the Consultant each reserve the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Consultant for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Consultant shall promptly discontinue services unless the notice directs otherwise. Consultant shall deliver promptly to County and transfer title (if necessary) to all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

C.38 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.39 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

C.40 Conflict of Interest

Consultant shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Consultant shall make a reasonable effort to prevent officers, employees, subcontractors, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for

themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Consultant's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

Consultant acknowledges and agrees that it will not submit a bid, or enter into an agreement with a third party, for the construction of the Project or any future phases of a Project on which it has previously performed work that was assigned to it under this Contract. Consultant agrees not to affiliate with, or receive financial consideration from, any third party in connection with this Project, except as specifically authorized under this Contract.

Consultant understands per the attached Conflict of Interest and Political Reform Act Obligations (Attachment B) that the Department of Public Works Director has determined Consultant meets Disclosure Determination number 1 and that no disclosure is required.

C.41 Former County Administrative Officials

Consultant agrees to provide, or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Consultant. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Consultant. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.42 Disclosure of Criminal and Civil Procedures

County reserves the right to request the information described herein from Consultant. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Consultant also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Consultant is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Consultant will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Consultant is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Consultant will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision “key employees” includes any individuals providing direct service to the County. “Key employees” do not include clerical personnel providing service at the firm’s offices or locations.

C.43 Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the County of San Bernardino as the funding agency and Consultant as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Consultant in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

C.44 Artwork, Proofs and Negatives

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to the Consultant. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, Consultant will be barred from all future solicitations, for a period of at least six (6) months.

C.45 Iran Contracting Act

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Consultant certifies that at the time the Contract is signed, the Consultant signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Consultants are cautioned that making a false certification may subject the Consultant to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

C.46 Prevailing Wage Laws

By its execution of this Contract, Consultant certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Section 1720 of the California Labor Code states in part: “For purposes of this paragraph, ‘construction’ includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction including, but not limited to, inspection and land surveying work...” If the Services/Scope of Work are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. Consultant will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Consultant shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws. See Attachment A, which is

attached and incorporated by reference, for additional information regarding Prevailing Wage Laws. Consultant shall comply with all applicable terms and conditions in Attachment A. The applicable general prevailing wage determinations are on file with the County and are available to any interested party on request. Consultant shall post a copy of the applicable prevailing wage determinations at the job site.

C. 47 Errors, Omissions and/or Conflicts

Consultant shall be responsible for the integrity of all design and research studies prepared or approved by the Consultant and should County suffer damages due to errors, omissions, and/or conflicts within such documents, the Consultant shall be responsible to County for costs of all such damages.

C. 48 Additional Requirements of the San Bernardino County Flood Control District

All of the San Bernardino County Flood Control District's revenues as defined below, have been pledged to secure the payment of the principal and interest on certain bonds and refunding bonds ("Bonds") issued by the San Bernardino County Flood Control District in May 2007. The pledge constitutes a first lien on the revenues for the payment of the Bonds. Any payments under this Contract are subject to the prior pledge of revenues described above. San Bernardino County Flood Control District payments pursuant to this Contract will be made to the extent there are sufficient funds available after payment of the Bonds. For purposes of this paragraph, "revenues" shall mean all income and revenue received by the San Bernardino County Flood Control District from the operation or ownership of the flood and storm water control and conservation facilities ("Flood Control System") of the San Bernardino County Flood Control District (including but not limited to, all real and personal property, or any interest therein, and all additions, improvements, betterments and extensions thereto), determined in accordance with Generally Accepted Accounting Principles, including all ad valorem property taxes received by the San Bernardino County Flood Control District pursuant to Article XIII A of the Constitution of the State of California and Section 95 et seq. of the California Revenue and Taxation Code, all rents, royalties and license and permit fees and charges received by the San Bernardino County Flood Control District, investment income and all other money howsoever derived by the San Bernardino County Flood Control District from the operation or ownership of the Flood Control System or arising from the Flood Control System, but excluding (a) ad valorem property taxes levied to pay any voter approved general obligation indebtedness of the San Bernardino County Flood Control District, (b) assessments levied pursuant to Section 43-7 or Section 43-26.9 of the San Bernardino County Flood Control Act (Cal. Water Code App. Sect. 43-1 et seq.), and (c) grants, advances or contributions in aid of construction, except to the extent such grants are unrestricted and available for any expenditure of the San Bernardino County Flood Control District.

C. 49 Regulatory Agencies

Except for emergencies, or except for situations where contact is required by law or relevant professional canons of ethics (in which case Consultant will use its professional efforts to notify and confer with the County before such contact, the parties recognizing that there may not be time for such in an emergency), Consultant shall not contact the Local Enforcement Agency, South Coast Air Quality Management District or other regulatory agencies concerning any site that is the subject of this Contract without Department of Public Works prior approval.

D. TERM OF CONTRACT

This Contract is effective as of June 8, 2021, and expires June 8, 2023, but may be terminated earlier in accordance with provisions of this Contract. The Contract term may be extended for two additional one-year periods by mutual agreement of the parties.

E. COUNTY RESPONSIBILITIES

E.1 Provide Consultant with primary and secondary points of contact to facilitate the terms of the Contract. They are as follows:

Primary Point of Contact/Contract Administrator:

County of San Bernardino
Department of Public Works
Transportation Design Division
Attn: Thomas Bustamonte, P.E.

825 East Third Street, Room 145
San Bernardino, CA 92415-0835
Phone: (909) 387-7922; Fax: (909) 387-7899
Email: thomas.bustamonte@dpw.sbcounty.gov

Secondary Point of Contact:

County of San Bernardino
Department of Public Works
Transportation Design Division
Attn: Mervat Mikhail, P.E.
Phone: (909) 387-7940; Email: mmikhail@dpw.sbcounty.gov

Environmental Services Point of Contact:

County of San Bernardino
Department of Public Works
Environmental Management Division
Attn: Harold Zamora, P.E.
Phone: (909) 387-8109; Email: hzamora@dpw.sbcounty.gov

E.2 Furnish to Consultant, as required, and if presently available for performance of Consultant's Scope of Work, any pertinent information related to the Project.

E.3 Provide Consultant with up-to-date information as it becomes available which may have an effect on the services being performed by Consultant for the Project.

E.4 Examine all studies, reports, sketches, estimates, drawings, proposals and other documents presented by Consultant's work under this Agreement.

E.5 Designate in writing a person or persons to act as representative of County with respect to the work to be performed under this Agreement. Such personnel shall transmit instructions, receive information, and interpret policies and decisions of County with respect to the Project and the work covered by this Agreement.

E.6 Give prompt written notice to Consultant whenever County asserts that Consultant's performance is deficient with regard to the Project.

E.7 Obtain, with Consultant's assistance, approval of all governmental authorities having jurisdiction over the Project and such approvals and consents

F. FISCAL PROVISIONS

F.1 The maximum amount of payment under this Contract shall not exceed \$3,503,005.93 and shall be subject to availability of funds to the County. The consideration to be paid to Consultant, as provided herein, shall be in full payment for all Consultant's services and expenses incurred in the performance hereof, including travel and per diem.

Consultant bears the risk that it may not be able to generate its anticipated (or any) profit in completing its performance of all required items of work for the specified level of compensation. In no event shall Consultant be entitled to receive compensation for any item of work required of Consultant under the terms of the Contract, which item of work is not performed by Consultant (including Consultant's agents and approved subcontractors).

F.2 Consultant's "Cost Proposal", attached as Exhibit B, hereto, sets out the Consultant's estimate of the cost (including wages) of completing the Scope of Work. The Cost Proposal was used by the County to determine the reasonableness of the cost of Consultant's proposal and is further used in making progress payments to Consultant and in making payment to Consultant in the event of the termination of the Contract prior to the completion of all items of work. In addition, each task amount identified in Exhibit

B is a not-to-exceed amount that may not be changed by CONSULTANT without the written approval of COUNTY. COUNTY's Director of the Department of Public Works or designee may approve changes to the task amount so long as the maximum amount of reimbursement/payment under this Agreement does not increase. Consultant is not entitled to any additional compensation by virtue of its costs (including wages) for any item of work exceeding the cost set forth in its Cost Proposal, including excess costs related to delays in completion of the Project

F.3 Consultant shall provide County itemized monthly invoices, in arrears, and in a format acceptable to the County for services performed under this Contract within twenty (20) days of the end of the previous month. The County shall make payment to Consultant within sixty (60) working days after receipt of invoice or the resolution of any billing dispute.

F.4 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 County's approved overhead rate set forth in the Cost Proposal. In the event, that County determines that a change to the work from that specified in the Cost Proposal and Agreement is required, the Agreement time or actual costs reimbursable by County shall be adjusted by Agreement amendment to accommodate the changed work. The maximum total cost as specified F.1 not be exceeded, unless authorized by Agreement amendment.

F.5 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.

F.6 Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

F.7 When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

F.8 Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee will be included in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, County shall have the right to delay payment or terminate this Agreement.

F.9 No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.

F.10 Consultant will be reimbursed promptly according to California Regulations upon receipt by County's DPWBillPay@dpw.sbcounty.gov of itemized invoices. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number and project title. Final invoice must contain the final cost and all credits due County including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of Consultant's work. Invoices shall be submitted to DPWBillPay@dpw.sbcounty.gov.

F.11 The total amount payable by County including the fixed fee shall not exceed \$3,503,005.93.

F.12 For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of charges in the prevailing wage rates are reimbursable.

F.13 Consultant shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Consultant's designated checking or other bank account. Consultant shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

F.14 County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Consultant or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

F.15 Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Consultant shall not use current year funds to pay prior or future year obligations.

F.16 Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Consultant shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Consultant agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

F.17 Consultant shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Consultant is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

For "design professional services" as defined in Civil Code section 2782.8, the following indemnification paragraph applies: "Consultant shall defend and indemnify County for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. This Agreement incorporates by reference the provisions of Civil Code section 2782.8, including, but not limited to, the provisions that concern the duty and cost to defend the County."

For all other services, the following indemnification paragraph applies:

"Consultant shall defend and indemnify County for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. This Agreement incorporates by reference the provisions of Civil Code section 2782.8, including, but not limited to, the provisions that concern the duty and cost to defend the County."

The Consultant agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Consultant indemnification obligation applies to the County's "active" as well

as “passive” negligence but does not apply to the County’s “sole negligence” or “willful misconduct” within the meaning of Civil Code section 2782.

G.2 Additional Insured

Consultant’s General Liability, Auto Liability and Umbrella Liability policies, but not including its Worker’s Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Additional insured coverage of Consultant is provided under ISO, forms 2026 and CG 2037.

G.3 Waiver of Subrogation Rights

Consultant shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Consultant and Consultant’s employees or agents from waiving the right of subrogation prior to a loss or claim. Consultant hereby waives all rights of subrogation against the County.

G.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County, as an additional insured on said policies.

G.5 Severability of Interests

Consultant agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between Consultant and County or between County and any other insured or additional insured under the policy. With the exception of Professional Liability policies, this obligation shall only apply with regards to liability policies which are providing additional insured status.

G.6 Proof of Coverage

Consultant shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Consultant shall maintain such insurance from the time Consultant commences performance of services hereunder until the completion of such services. Within fifteen (15) days upon request by Department, Consultant shall furnish a copy of the Declaration page and endorsements for all applicable policies.

G.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.

G.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

G.9 Failure to Procure Coverage

In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, County has the right but not the obligation or duty to cancel this Contract or obtain insurance if it deems necessary and any

premiums paid by County will be promptly reimbursed by Consultant or County payments to the Consultant will be reduced to pay for County purchased insurance.

G.10 Insurance Review

Insurance requirements are subject to periodic review by County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Consultant agrees to execute any such amendment acceptable to Consultant within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of County.

G.11 Consultant agrees to provide insurance set forth in accordance with the requirements herein. If Consultant uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Consultant agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, Consultant shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

G.11.1 Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Consultant and all risks to such persons under this contract.

If Consultant has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Consultants that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

G.11.2 Commercial/General Liability Insurance – Consultant shall carry General Liability Insurance covering all operations performed by or on behalf of Consultant providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).

- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

G.11.3 Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If Consultant owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

G.11.4 Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

G.11.5 Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the state of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

H. SUCCESSORS AND ASSIGNS

H.1 This Contract shall be binding upon County and Consultant and their respective successors and assigns.

H.2 Neither the performance of this Contract, nor any part thereof, nor any monies due or to become due thereunder may be assigned by Consultant without the prior written consent and approval of County.

H.3 Death or Incapacity: If the Consultant transacts business as an individual, his/her death or incapacity shall automatically terminate this Contract as of the date of such event, and neither he/she nor his/her estate shall have any further right to perform hereunder, and County shall pay him/her or his/her estate the compensation payable under Article F, Fiscal Provisions, for any services rendered prior to such termination not heretofore paid, reduced by the amount of additional costs which will be incurred by County by reason of such termination. If there be more than one Consultant and any one of them die or become incapacitated and the others continue to render the services covered herein, County will make payment to those continuing as though there had been no such death or incapacity and County will not be obliged to take any account of the person who died or became incapacitated or to make any payments to such person or his estate. The provision shall apply in the event of progressive or simultaneous occasions of death or incapacity among any group of persons named as Consultant herein, and if death or incapacity befalls the last one of such group before this Contract is fully performed, then the rights shall be as if there had been only one Consultant.

I. RIGHT TO MONITOR AND AUDIT

I.1 The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Consultant in the delivery of services provided under this Contract. Consultant shall give full cooperation, in any auditing or monitoring conducted. Consultant shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

I.2 All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later.

J. CORRECTION OF PERFORMANCE DEFICIENCIES

J.1 Failure by Consultant to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

J.2 In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Afford Consultant thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
- b. Discontinue reimbursement to Consultant for and during the period in which Consultant is in breach, which reimbursement shall not be entitled to later recovery; and/or
- c. Withhold funds pending duration of the breach; and/or
- d. Offset against any monies billed by Consultant but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
- e. Terminate this Contract immediately and be relieved of the payment of any consideration to Consultant. In the event of such termination, County may proceed with the work in any manner deemed proper by County. The cost to County shall be deducted from any sum due to Consultant under this Contract and the balance, if any, shall be paid by Consultant upon demand.

J.3 Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

K. CONSULTANT'S REPORTS OR MEETINGS

K.1 Consultant shall submit progress reports at least once a month. The report should be sufficiently detailed for the County's Contract Administrator to determine, if Consultant is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

K.2 Consultant's Project Manager shall meet with County's Contract Administrator, as needed, to discuss progress on the Agreement.

L. TEMPORARY SUSPENSION

L.1 County may temporarily suspend this Agreement, at no additional cost to County, provided that Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If County gives such notice of temporary suspension, Consultant shall immediately suspend

its activities under this Agreement. A temporary suspension may be issued concurrent with the notice of termination

M. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

M.1 The Consultant agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

M.2 The Consultant also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

M.3 Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the Consultant to County.

M.4 When a Consultant or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

N. AUDIT REVIEW PROCEDURES

N.1 Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by Agreement, shall be reviewed by County's Chief Financial Officer.

N.2 Not later than thirty (30) calendar days after issuance of the final audit report, Consultant may request a review by County's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

N.3 Neither the pendency of a dispute nor its consideration by County will excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.

N.4 Consultant and subconsultant Agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an Agreement audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, County, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by Consultant and approved by County Contract Administrator to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by County at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, County or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

N.5 Consultant's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Consultant and approved by the County Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

N.5.1 During IOAI's review of the ICR audit work papers created by the Consultant's independent CPA, IOAI will work with the CPA and/or Consultant toward a resolution of issues

that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, County will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
- b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
- c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

N.5.2 If IOAI is unable to issue a cognizant letter per paragraph N.5.1 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.

N.5.3 If the Consultant fails to comply with the provisions of this paragraph N.5, 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 N.5.1 above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

N.5.4 Consultant may submit to County final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of County; and, (3) IOAI has issued its final ICR review letter. The Consultant **MUST SUBMIT ITS FINAL INVOICE TO** County no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other agreements executed between County and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

N.5.5 Consultant and subconsultant agree to fix their ICR for the term of the contract unless the Consultant or subconsultant choose to use a lower rate.

O. SUBCONTRACTING

O.1 Nothing contained in this Agreement or otherwise, shall create any contractual relation between the County and any Subconsultants, and no subagreement shall relieve the Consultant of its responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the County for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its Subconsultants is an independent obligation from the County's obligation to make payments to the Consultant.

O.2 The Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the County Contract Administrator, except that which is expressly identified in the Consultant's approved Cost Proposal.

O.3 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.

O.4 Consultant shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the Consultant by the County.

O.5 Any substitution of Subconsultants must be approved in writing by the County Contract Administrator in advance of assigning work to a substitute Subconsultant.

P. EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

P.1 Prior authorization in writing by County's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

P.2 For purchase of any item, service, or consulting work not covered in Consultant's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by County's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

P.3 Any equipment purchased with funds provided under the terms of this Agreement is subject to the following:

P.3.1 Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, County shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, Consultant may either keep the equipment and credit County in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established County procedures; and credit County in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by County and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by County.

P.3.2 Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

Q. STATE PREVAILING WAGE RATES

Q.1 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.

Q.2 The Consultant shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this Agreement are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this Agreement by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at County construction sites, at County facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve County projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

Q.3 General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov>.

Q.4 Payroll Records

Q.4.1 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.

Q.4.2 The payroll records enumerated under paragraph (1) above shall be certified as correct by the Consultant under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by County representative's at all reasonable hours at the principal office of the Consultant. The Consultant shall provide copies of certified payrolls or permit inspection of its records as follows:

- a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
- b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of County, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to County, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the Consultant.
- c. The public shall not be given access to certified payroll records by the Consultant. The Consultant is required to forward any requests for certified payrolls to the County Contract Administrator by both email and regular mail on the business day following receipt of the request.

Q.4.3 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.

Q.4.4 Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by County shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the Consultant or Subconsultant performing the work shall not be marked or obliterated.

Q.4.5 The Consultant shall inform County of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

Q.4.6 The Consultant or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the Consultant or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to County, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by County from payments then due. Consultant is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

Q.5 When prevailing wage rates apply, the Consultant is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the County Contract Administrator.

Q.6 Penalty

Q.6.1 The Consultant and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the Consultant and any Subconsultant shall forfeit to the County a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the Agreement by the Consultant or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

Q.6.2 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.

Q.6.3 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.

Q.6.4 If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime Consultant of the project is not liable for the penalties described above unless the prime Consultant had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime Consultant fails to comply with all of the following requirements:

- a. The Agreement executed between the Consultant and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
- b. The Consultant shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
- c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the Consultant shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
- d. Prior to making final payment to the Subconsultant for work performed on the public works project, the Consultant shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

Q.6.5 Pursuant to Labor Code §1775, County shall notify the Consultant on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

Q.6.6 If County determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if County did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Consultant shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by County.

Q.7 Hours of Labor

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

Q.8 Employment of Apprentices

Q.8.1 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.

Q.8.2 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.

R. CONFLICT OF INTEREST

R.1 During the term of this Agreement, the Consultant shall disclose any financial, business, or other relationship with County that may have an impact upon the outcome of this Agreement or any ensuing County construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing County construction project which will follow.

R.2 Consultant certifies that it has disclosed to County any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. Consultant agrees to advise County of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. Consultant further agrees to complete any statements of economic interest if required by either County ordinance or State law.

R.3 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.

R.4 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.

S. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

T. PROHIBITION OF EXPENDING County, STATE, OR FEDERAL FUNDS FOR LOBBYING

T.1 The Consultant certifies, to the best of his or her knowledge and belief, that:

T.1.1 No State, Federal, or County appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United

States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this Agreement.

T.1.2 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.

T.2 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.

T.3 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.

U. NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

U.1 The Consultant's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the Consultant has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

U.2 During the performance of this Agreement, Consultant and its subconsultants shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

U.3 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 County to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

U.4 Consultant shall permit access by representatives of the Department of Fair Employment and Housing and the County upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or County shall require to ascertain compliance with this clause.

U.5 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.

U.6 Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

U.7 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.

U.8. The Consultant shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

V. DEBARMENT AND SUSPENSION CERTIFICATION

V.1 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:

V.1.1 Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

V.1.2 Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

V.1.3 Does not have a proposed debarment pending; and

V.1.4 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.

V.2 Any exceptions to this certification must be disclosed to County. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

V.3 Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

W. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

W.1 This Agreement is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who enter into a federally-funded agreement will assist the County in a good faith effort to achieve California's statewide overall DBE goal.

W.2 The goal for DBE participation for this Agreement is 22%. Participation by DBE Consultant or subconsultants shall be in accordance with information contained in Exhibit 10-O1: Consultant Proposal DBE Commitment, or in Exhibit 10-O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the Agreement. If a DBE subconsultant is unable to perform, Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

W.3 Consultant can meet the DBE participation goal by either documenting commitments to DBEs to meet the Agreement goal, or by documenting adequate good faith efforts to meet the Agreement goal. An adequate good faith effort means that the Consultant must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If Consultant has not met the DBE goal, complete and submit Exhibit 15-H: *DBE Information – Good Faith Efforts* to document efforts to meet the

goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

W.4 DBEs and other small businesses, as defined in 49 CFR Part 26 are encouraged to participate in the performance of Agreements financed in whole or in part with federal funds. The County, Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the County deems appropriate, which may include, but is not limited to:

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

W.5 A DBE firm may be terminated only with prior written approval from County and only for the reasons specified in 49 CFR §26.53(f). Prior to requesting County consent for the termination, Consultant must meet the procedural requirements specified in 49 CFR §26.53(f). If a DBE subconsultant is unable to perform, Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

W.6 Consultant shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of Consultant) pursuant to prior written authorization of the County's Contract Administrator.

W.7 A DBE is only eligible to be counted toward the Agreement goal if it performs a commercially useful function (CUF) on the Agreement. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.

W.8 A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

W.9 If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

W.10 Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime Consultant's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

W.11 For projects that are awarded on or after March 1, 2020, after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the

prime contractor/consultant shall complete and email the Exhibit 9F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies. Exhibit 9F lists accurate payment amount, total amount paid to date, and total commitment amount for each DBE on the federal-aid highway project. It also includes contract award amount and total payment to date to the prime contractor/consultant.

W.12 Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, Exhibit 17-F: Final Report-Utilization of Disadvantaged Business Enterprise (DBE) First-Tier Subconsultants, certified correct by Consultant or Consultant's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

W.13 If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify Consultant in writing with the date of certification. Any changes should be reported to County's Contract Administrator within thirty (30) calendar days.

W.14 Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

X. FUNDING REQUIREMENTS

X.1 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.

X.2 This Agreement is valid and enforceable only if sufficient funds are made available to County for the purpose of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or County governing board that may affect the provisions, terms, or funding of this Agreement in any manner.

X.3 It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds.

X.4 County has the option to terminate the Agreement pursuant to Article VI Termination, or by mutual agreement to amend the Agreement to reflect any reduction of funds.

Y. CHANGE IN TERMS

Y.1 This Agreement may be amended or modified only by mutual written agreement of the parties.

Y.2 Consultant shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by County's Contract Administrator.

Y.3 There shall be no change in Consultant's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this Agreement without prior written approval by County's Contract Administrator.

Z. CONTINGENT FEE

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

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

AA. INSPECTION OF WORK

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

BB. SAFETY

BB.1 Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by County Safety Officer and other County representatives. Consultant personnel shall wear hard hats and safety vests at all times while working on the construction project site.

BB.2 Pursuant to the authority contained in Vehicle Code §591, County has determined that such areas are within the limits of the project and are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

BB.3 Consultant must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

CC. CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

CC.1 If claims are filed by County's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from Consultant's personnel is required in order to evaluate or defend against such claims; Consultant agrees to make its personnel available for consultation with County's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

CC.2 Consultant's personnel that County considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from County. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for Consultant's personnel services under this Agreement.

CC.3 Services of Consultant's personnel in connection with County's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Agreement in order to resolve the construction claims.

DD. 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.

EE. EVALUATION OF CONSULTANT

Consultant's performance will be evaluated by County. A copy of the evaluation will be sent to Consultant for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

FF. RETENTION OF FUNDS

The County shall hold retainage of 10% from the CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by County, of the Agreement work, and pay retainage to CONSULTANT based on these acceptances. The Consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within thirty (30) calendar days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the Agreement work by the County. Federal law (49 CFR §26.29) requires that any delay or postponement of payment over thirty (30) calendar days may take place only for good cause and with County's prior written approval. Any violation of this provision shall subject the violating Consultant or subconsultant to the penalties, sanctions and other remedies specified in Business and Professions Code §7108.5. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the Consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE Consultant and subconsultants.

L. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

County of San Bernardino
Department of Public Works
825 East Third Street
San Bernardino, CA 92315-0835

EXP U.S. Services, Inc.
451 East Vanderbilt Way, Suite 375
San Bernardino, CA 92408

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

M. ENTIRE AGREEMENT

This Contract, including all Attachment, Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

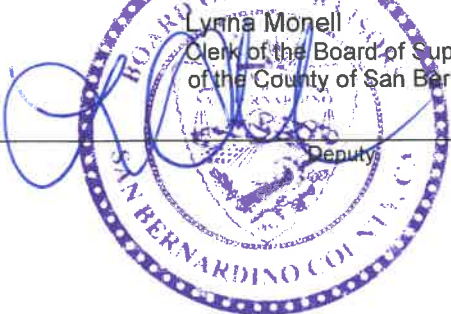
IN WITNESS WHEREOF, the County of San Bernardino and Consultant have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

COUNTY OF SAN BERNARDINO

► 
Curt Hagman, Chairman, Board of Supervisors

Dated: JUN 08 2021

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By  Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino
Deputy



EXP U.S. SERVICES Inc.
(Print or type name of corporation, company, contractor, etc.)

By ► 
(Authorized signature – sign in blue ink)

Name GABRIEL RODRIGUEZ
(Print or type name of person signing contract)

Title VICE PRESIDENT
(Print or Type)

Dated: 06/01/2021

Address 451 E. VANDERBILT WAY, SUITE 35
SAN BERNARDINO, CA 92408

FOR COUNTY USE ONLY

Approved as to Legal Form
► see attached
Suzanne Bryant, Deputy County Counsel
Date _____

Reviewed for Contract Compliance
► 
Andy Silao, P.E.
Date 6/1/2021

Reviewed/Approved by Department
► 
Brendon Biggs, Director
Date 6-7-21

IN WITNESS WHEREOF, the County of San Bernardino and Consultant have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

COUNTY OF SAN BERNARDINO

►
Curt Hagman, Chairman, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature – sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

► Suzanne Bryant
Suzanne Bryant, Deputy County Counsel

Date June 1, 2021

Reviewed for Contract Compliance

► _____
Andy Silao, P.E.

Date _____

Reviewed/Approved by Department

► _____
Brendon Biggs, Director

Date _____

ATTACHMENT A PREVAILING WAGE REQUIREMENTS

A. All or a portion of the Scope of Work in the Contract requires the payment of prevailing wages and compliance with the following requirements:

1. Determination of Prevailing Rates:

Pursuant to Labor Code sections 1770, et seq., the County has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the County, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at www.dir.ca.gov. The wage rate for any classification not listed, but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

2. Payment of Prevailing Rates

Each worker of the Contractor, or any subcontractor, engaged in the Scope of Work, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.

3. Prevailing Rate Penalty

The Contractor shall, as a penalty, forfeit two hundred dollars (\$200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Scope of Work. Pursuant to California Labor Code section 1775, the difference between such 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 Contractor.

4. Ineligible Contractors:

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the County. The Contractor shall be responsible for the payment of wages to workers as a debarred subcontractor who has been allowed to work on the Scope of Work.

5. Payroll Records:

a. Pursuant to California Labor Code section 1776, the Contractor and each subcontractor, shall keep accurate certified payroll records, 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 them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
- ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the County, the Division of Labor Standards Enforcement of the DIR;
- iii. A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;

- iv. The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and
 - v. Copies provided to the public, by the County or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any subcontractor, performing a part of the Scope of Work shall not be marked or obliterated. The Contractor shall inform the County of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.
- b. The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to the County, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the Contractor.

6. Limits on Hours of Work:

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor, upon the Scope of Work or upon any part of the Scope of Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, 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 at not less than one and one-half (1½) times the basic rate of pay.

7. Penalty for Excess Hours:

The Contractor shall pay to the County a penalty of twenty-five dollars (\$25.00) for each worker employed on the Scope of Work by the Contractor or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8. Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017) Requirements:

- a. Contractor shall comply with Senate Bill 854 and Senate Bill 96. The requirements include, but are not limited to, the following:
 - i. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).
 - ii. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.
 - iii. This project is subject to compliance monitoring and enforcement by the DIR.
 - iv. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
 - v. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all public works projects.
 - 1) The certified payroll must be submitted at least monthly to the Labor Commissioner.
 - 2) The County reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.
 - 3) The certified payroll records must be in a format prescribed by the Labor Commissioner.
 - vi. Registration with the DIR and the submission of certified payroll records to the Labor Commissioner are not required if the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work.

- b. Labor Code section 1725.5 states the following:

"A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

c. Labor Code section 1771.1 states the following:

"(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

d. Labor Code section 1771.4 states the following:

"a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

- (A) At least monthly or more frequently if specified in the contract with the awarding body.
- (B) In a format prescribed by the Labor Commissioner.
- (4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.
- (5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.
- (b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:
 - (1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.
 - (2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.
- (c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.
- (d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016."

B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS

1. State Public Works Apprenticeship Requirements:

- a. The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with “#” symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor or consultant. Included in these requirements is (1) the Contractor’s requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.
- b. Any apprentices employed to perform any of the Scope of Work shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

2. Compliance with California Labor Code section 1777.5 requires all public works contractors to:

- a. Submit Contract Award Information (DAS-140):
 - i. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.
 - ii. The DAS-140 is a notification “announcement” of the Contractor’s participation on a public works project—it is not a request for the dispatch of an apprentice.
 - iii. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract or subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.
 - iv. Contractors who are already approved to train apprentices (i.e. check “Box 1” on the DAS-140) shall only be required to submit the form to their approved program.
 - v. Contractors who are NOT approved to train apprentices (i.e. those that check either “Box 2” or “Box 3” on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see <http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>.

b. **Employ Registered Apprentices**

- i. Labor Code section 1777.5 requires that a contractor performing work in an "apprenticeable" craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the Contractor's completion of work on the project. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
- ii. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
- iii. Contractors may use the "DAS-142" form for making a request for the dispatch of an apprentice.
- iv. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.
- v. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.
- vi. Only "registered" apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).

c. **Make Training Fund Contributions**

- i. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
- ii. Contractors may use the "CAC-2" form for submittal of their training fund contributions.
- iii. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.
- iv. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.
- v. The "training" contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

3. Exemptions to Apprenticeship Requirements:

- a. The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices:
 - i. When the Contractor holds a sole proprietor license ("Owner-Operator") and no workers were employed by the Contractor. In other words, the contractor performed the entire work from start to finish and worked alone.
 - ii. Contractors performing in non-apprenticeable crafts. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
 - iii. When the Contractor has a direct contract with the Public Agency that is under \$30,000.
 - iv. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
 - v. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

4. Exemption from Apprenticeship Ratios:

- a. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:
 - i. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
 - ii. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or
 - iii. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or

- iv. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.
 - b. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.
- 5. Contractor's Compliance:**
- a. The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.

ATTACHMENT B

CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS

Consultant shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Consultant or officer or employee of the Consultant.

During the term of this Contract Consultant shall not act a Consultant or perform services of any kind for any person or entity whose interests conflict in any way with those of the County. Consultant shall at all times comply with the terms of the Political Reform Act and the local conflict of interest code. Consultant shall immediately disqualify itself and shall not use its official position to influence in any way, any matter coming before the County in which the Consultant has a financial interest as defined in Government Code section 87103. Consultant represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the County.

"Consultant" means an individual who, pursuant to a contract with a state or local agency:

(A) Makes a governmental decision whether to:

1. Approve a rate, rule or regulation;
2. Adopt or enforce a law;
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
4. Authorize the County to enter into, modify, or renew a contract provided it is the type of contract that requires County approval;
5. Grant County approval to a contract that requires County approval and to which the County is a party, or to the specifications for such a contract;
6. Grant County approval to a plan, design, report, study, or similar item;
7. Adopt, or grant County approval of, policies, standards, or guidelines for the County, or for any subdivision thereof; or

(B) Serves in a staff capacity with the County and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the County that would otherwise be performed by an individual holding a position specified in the County's Conflict of Interest Code.

DISCLOSURE DETERMINATION:

- ☒ 1. Consultant will not be "making a government decision" or "serving in a staff capacity" as defined in Sections A and B above. No disclosure required.
- ☐ 2. Consultant will be "making a government decision" or "serving in a staff capacity" as defined in either Section A or B above. As a result, Consultant shall be required to file a Statement of Economic Interest with the Clerk of the Board of Supervisors in a timely manner as required by law.

EXP U.S. SERVICES, INC.

EXHIBIT A - SCOPE OF WORK

Table of Contents

Order of Work		Page
Order of Work		4
Phase 1 - Project Approval and Environmental Document (PA/ED)		
C1	Project Personnel (No hours required for this task)	5
C2	Project Management	5
C2.a	Work Plan	5
C2.b	Field Reviews	5
C2.c	Meetings	5
C2.d	Quality Assurance and Quality Control	6
C2.e	Project Schedule	6
C2.f	Monthly Progress Reports and Invoice	7
C3	Design Survey (Optional)	7
C4	Right-of-Way Engineering	8
C4.a	Legals and Plats (Optional)	8
C5	Hydrology/Hydraulics	9
C6	Pavement Design (County)	9
C7	Geological/Geotechnical Investigation and Reports	9
C8	Utilities	10
C9	Railroad Coordination	11
C10.a	CEQA IS/MND	11
C10.b	Air Quality and GHG Assessment	12
C10.c	Biological Resources	12
C10.c1	MGS Habitat Assessment	13
C10.c2	Biological Reconnaissance Survey	13
C10.c3	Desert Tortoise Survey and Combined DT/BUOW Report	13
C10.c4	Burrowing Owl Surveys and Combined DT/BUOW Report	13
C10.c5	Rare Plant Surveys and Report	13

Phase 1 - Project Approval and Environmental Document (PA/ED)		Page
C10.c6	Daytime Bat Habitat Assessment and Memorandum	13
C10.c7	NES Report	13
C10.c8	BA Report	14
C10.c9	Incidental Take Permit Application	14
C10.c10	MGS Habitat Assessment Technical Memorandum and CDFW Negotiations (Optional)	15
C10.c11	MGS Trapping (2 Grids) and Report (Optional)	15
C10.c12	Nighttime Anabat Surveys and Report (Optional)	15
C10.d	Traffic Assessment	15
C10.e	Caltrans Noise Study	16
C10.f	Caltrans Air Quality Report	16
C10.g	Jurisdictional and Wetland Delineation	16
C10.h	Cultural and Paleontological Resource Reports	17
C10.i	Hazardous Materials Study	20
C10.j	Caltrans NEPA (Optional)	20
C10.k	Noise Abatement Decision Report (Optional)	21
C10.l	Water Quality Assessment Report (Optional)	21
C10.m	Floodplain Evaluation Report (Optional)	21
C10.n	Wetlands Only Practicable Alternative Finding (Optional)	21
C10.o	Invasive Plants (Optional)	21
C10.p	Visual Impact Assessment (Optional)	21
C10.q	Community Impact Assessment (Optional)	21
C10.r	Encroachment Permit (Optional)	21
C10.s	Regulatory Permitting	22
C11	35% Submittal (Roadway Plans and Estimate)	22
C11.a	Design Standards	22
C11.b	Cost Estimate	23
C12	35% Bridge Plans	23
C13	Contingency - Add'l Studies Required by Regulatory Agencies and/or Caltrans	23

Phase 2 - Plans, Specifications, and Estimate (PS&E)		
D1	Civil Engineering Plans and Specifications	24
D1.a	Plans	24
D1.b	Specifications	24
D2	Bridge Plans and Specifications	24
D3	Cost Estimate	25
Phase 2 - Plans, Specifications, and Estimate (PS&E)		
D4	Submittal Requirements	26
D5	Water Quality Management Plan (WQMP) and Storm Water Pollution Prevention Plan (SWPPP)	27
D6	Permits	27
Phase 3 - Construction (Optional)		
E1	Advertising/Bid Support	27
E2	Construction Support	27

ORDER OF WORK:

1. Obtain all necessary design survey and topo.
2. Prepare Hydrology and Hydraulic analysis to include culvert and bridge crossings for ultimate condition.
3. Design and verify Phelan Road ultimate street centerline profile.

Upon verifying and designing the ultimate street centerline profile, the County may proceed with a pavement maintenance project prior to widening to prevent further deterioration of the road and to reduce total project costs. Said maintenance project will only include the segments of Phelan Road that does not require reconstruction in the ultimate condition.

Professional engineering services shall include, but not be limited to: preliminary engineering and studies; design and construction survey; right-of-way engineering; utility coordination, protection and relocation; hydraulic/hydrology studies and reports; geotechnical investigations and reports; developing a Caltrans approved realigned intersection at Phelan Road and State Route 138; bridge/culvert rehabilitation/replacement plans, development of typical sections, grading plans, geometric alignment (horizontal alignment, vertical alignment and any clearances necessary to meet current AASHTO bridge design criteria), concrete bridge design and dimensions, temporary onsite traffic detour, temporary structure requirements, structural design (substructure and superstructure), design exceptions (if necessary), guardrail type and layout, existing property lines, cross sections with flow line elevations, identification of removal items, quantity estimates, pavement details and elevation tables, and preliminary traffic control and staging plans to be maintained during construction; and final engineering for the preparation of final documents for bidding (plans, specifications and engineer's estimates);.

Environmental services shall include, but not be limited to: preparation of NEPA environmental documents/technical reports as deemed necessary by Caltrans; preparation of CEQA Initial Study for circulation for public comment, as well as tasks related to said circulation and response to comments if necessary; preparation of the technical documents/studies (as detailed in Section V to support the appropriate CEQA/NEPA environmental determinations); preparation of all required applications and documentation to submit for necessary regulatory agency permits which may be required. Standard Caltrans Section 106 environmental clearance will be required.

This project is funded in part with federal funds and compliance will be required through Caltrans District 8 Office of Local Assistance. Caltrans is the lead agency for NEPA compliance. The County is the lead agency for CEQA compliance.

Consultant shall perform, coordinate and manage the completion of tasks described in this scope of services and monitor costs and completion schedule.

C. PHASE I - PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA&ED)

Preliminary engineering shall consist of developing project alternatives sufficiently to make a determination of a preferred alternative for the purpose of satisfying CEQA and NEPA. Preliminary engineering will include: defining the study alternatives; preparing base mappings; developing preliminary utility plans/conflict analysis, right of way needs maps (exhibits) and right-of-way data sheet; preparing preliminary cost estimate, drainage studies and traffic studies; and preparing alternative designs sufficient to satisfy CEQA and NEPA.

PA&ED tasks shall include the task listed below. Consultant shall prepare preliminary roadway plan and profile drawings and necessary cross sections, etc. which shall also depict existing utilities and right-of-way boundaries.

C1. Project Personnel

Consultant shall adequately staff the project to deliver a high-quality project on time and within budget.

a. Project Manager/Project Engineer (PM/PE), Roles and Responsibilities

Consultant shall establish a single individual as PM/PE, who will stay with this project from beginning to completion. Consultant shall obtain prior written approval of the County prior to replacement of PM/PE and others listed by name in the cost proposal for any reason. If the name of such replacement is not identified in the original proposal as an alternate, the County reserves the right to cancel the contract. The PM/PE shall be a registered Professional Civil Engineer licensed in the State of California with minimum of ten (10) years of experience in bridge projects after obtaining registration. The PM/PE shall have the responsibility and authority to act on behalf of the Consultant. The PM/PE shall have the responsibility to deliver a quality project on time and within budget. Also, the PM/PE shall have the overall responsibility for directing the project team during the development and execution of this project as well as communicating with the County staff and documenting the progress and decisions made during the entire project. This involves all aspects of project management including financial performance, schedule and quality control.

b. Project Team, Roles and Responsibilities

The Consultant shall establish a project team comprised of experienced and expert individuals in their respective fields. Each team member shall have at least five (5) years of experience in their field of expertise. The Consultant shall obtain prior written approval of the County prior to replacement of team members for any reason. If the name of such replacement is not identified in the original proposal as alternate, the County reserves the right to cancel the contract.

C2. Project Management

C2.a Work Plan

Consultant shall prepare a Work Plan that includes a list of deliverables, milestone submittal schedule, summary of organization responsibilities and contacts, specific scope of work, task budgets, reporting and invoicing procedures, quality assurance plan, and project filing system. The Work Plan shall be submitted to the County prior to the first invoice.

Deliverables:

1. Work Plan

C2.b Field Reviews

Consultant shall conduct field reviews of the project site as required for design and so that the design anticipates any construction problems that may occur.

Deliverables:

1. Field Photos

C2.c Meetings

The Consultant shall document project meetings and prepare minutes of the meetings for County's review within three (3) working days after each meeting. Upon receipt of the County's comments, if any, the Consultant shall incorporate comments into the meetings' minutes. Comments, which are not incorporated, shall be discussed with the County as to why such information has not been incorporated.

- i. Kick-off Meeting - The Consultant shall organize an initial project meeting with the County staff to review and confirm project scope, risks, issues, assumptions and constraints as well as project schedule.
- ii. Monthly Progress Meetings - The Consultant shall conduct progress meetings (or a conference call if appropriate) with County staff on a monthly basis to review project direction and redirect some elements as necessary to ensure the project's progress within the available budget and/or funding and schedule. The Consultant shall maintain a list of action items with projected completion dates and shall use this as a basis for biweekly updates to the County's staff. The Consultant shall send current action item list via e-mail to the County staff three (3) working days prior to each progress meeting.
- iii. Public Outreach – Consultant shall prepare as many as three (3) public notifications, and organize and conduct as many as three (3) public outreach meeting(s) to inform residents, businesses and affected agencies of scope of project, road closures, detours, schedules, etc. This task will be in addition to CEQA public circulation requirements
- iv. Additional Meetings - Consultant shall organize additional meetings, as required, to complete the project. Additional meetings include, but are not necessarily limited to, meeting with stakeholders such as Caltrans, resource agencies, and utility companies.
- v. NEPA/Section 106/Section 4(f) Meetings .

Deliverables:

1. Meeting Minutes
2. Written summaries of telephone coordination as appropriate
3. Monthly Progress Reports
4. Public Notifications

C2.d Quality Assurance and Quality Control

Consultant will have a Quality Assurance and Quality Control Plan in effect for the duration of the Scope of Services. The plan will establish a process whereby all deliverables are independently checked, corrected and back checked prior to any formal submission and all job-related correspondence and memoranda are routed and received by affected persons and then appropriately filed. Structural calculations and plans shall bear the State of California Registered Structural Engineer registration seal with the signature, license number and registration certificate expiration date of the design engineer and independent design check engineer. An appointed Quality Assurance Officer will monitor and review project activities and deliverable schedules. All deliverables shall be clearly marked as being fully checked, and the preparation of the material followed the quality control plan established for the work. All deliverables shall contain signature by the Quality Assurance Officer.

Deliverables:

1. Deliverables such as plans, specifications, reports, cost estimates, quantity calculations, etc. shall be subject to signature by Quality Assurance Officer.

C2.e Project Schedule

Consultant will prepare and update monthly a project schedule with tasks and milestones. Consultant will break down the schedule by logical tasks consistent with the scope of work and with enough detail to track project progress. Both a baseline schedule and tracking updates are required. The schedule must reflect realistic estimates of review periods by other agencies for tasks, such as reports, plans, permits, and coordination.

The estimated completion date for the deliverables is three and one-half (3 ½) years after issuance of the Notice to Proceed.

Deliverables:

1. Monthly Project Schedule(s)

C2.f Monthly Progress Report and Invoice

Consultant will establish and apply internal accounting methods and procedures acceptable to the County and Caltrans for documenting and monitoring contract costs. Consultant will submit monthly invoices in a format acceptable to the Caltrans Local Assistance Procedures Manual and broken down in a manner consistent with the Work Plan (see below). Consultant shall include with the monthly invoice a detailed progress report that reflects the work completed for each task within the invoice period. Consultant invoices will separate costs by task.

Invoices shall include the following:

- Prepared on the Consultant's letterhead;
- Signed by the Consultant's project manager;
- Have a unique invoice number;
- Appropriate backup documentation attached;
- If the contract involves milestones, each milestone should be invoiced separately;
- If the contract involves subConsultants, a separate invoice for each subConsultant shall be attached in the same format as the prime Consultant's invoice and should be included in the summary of the prime Consultant's invoice.

Consultant shall regularly review project budgets per task versus percent of work completed per task to determine if there are any issues that need to be resolved, or if effective practices can be implemented to keep costs within budget. Tasks anticipated to exceed the total estimated costs must be identified and presented to the County as early as possible.

Deliverables:

1. Monthly Progress Report and Invoice

C3. Design Survey (Optional)

The Consultant shall provide all necessary design survey submittals which shall be stamped and signed by a Land Surveyor licensed in the State of California. These tasks include, but are not limited to:

- a. Conduct survey related research based on the project specifications.
- b. Provide topographic, boundary and control surveys as needed.
- c. Analysis and determination of property boundaries, road alignments, and right-of-way in relation to transportation, drainage and other projects.
- d. Install temporary and/or permanent control monumentation for the purposes of construction surveys, monument preservation, establishment of road alignments, right of way, or property lines as needed.
- e. Provide survey data in an AutoCAD Civil 3D format, and datum as specified by the County.
- f. Conduct monument preservation surveys (Corner Records and/or Records of Survey) as directed by the County.
- g. Establish final centerline and right of way monuments positions. All property corners found and of record, prior to construction shall be located or established for the purposes of re-

establishing the position at the design right of way limit.

Deliverables:

1. AutoCAD Civil 3D files
2. Survey Field Notes
3. Digital photos of found survey monuments
4. Corner Record
5. Record of Survey

C4. Right of Way Engineering

- a. Consultant shall prepare and provide an AutoCAD and GIS right-of-way base map. Consultant shall perform all right-of-way research required to create the base map, and a copy of said research shall be made available for review by the County by way of an electronic research folder containing a pdf copy of all documents and maps used to determine existing rights-of-way, offers of dedications, utility and other easements, Assessor Parcel numbers, and record property owners for each parcel. The AutoCAD and GIS right-of-way file shall contain a specific and separate layer identifying the exact location and boundary of all existing rights-of-way, offers of dedications, and utility and other easements, along with a note providing the exact document and/or map from which this information was gathered.

Consultant shall also add to the AutoCAD and GIS right-of-way base map all proposed rights-of-way, temporary construction easements, and permits to enter.

Consultant shall submit the right-of-way base map and the research files to the County at each of the 35%, 65%, and the 95% review submittals. County will review the right-of-way basemap upon each submittal and direct changes if necessary.

- b. At 95% review submittal, and prior to right-of-way certification if applicable, the County shall have its final review and approval of all deliverables.
- c. Consultant shall provide all necessary services in accordance with Federal "Uniform Act" and State requirements, including, but not limited to, preparation of legal descriptions, plats, easement documents.
- d. The County will conduct all property appraisals and property acquisitions. The County shall prepare right of way certification prepared for the E-76 authorization to proceed with advertising for construction.

Deliverables:

1. AutoCAD right-of-way base map
2. PDF Copy of all research documents and maps – 8.5x11 for docs and 11x17 for maps

C4.a Legals and Plats (Optional)

Consultant shall prepare and provide legal descriptions and plats for an additional one hundred and ten (110) legal descriptions and plats for a combination of temporary construction easements, permanent acquisitions and/or rights of entry. The legal descriptions and plats shall be stamped and signed by a Land Surveyor licensed in the State of California.

Consultant shall submit the stamped and signed legal descriptions and plats for all the proposed property acquisitions and temporary construction easements, along with the plats for all permits to enter, to the County at the same time as the right-of-way base map 65% review submittal.

County will review all documents and plats, and direct changes if necessary.

Deliverables:

1. Original stamped and signed legal descriptions and plats

C5. Hydrology/Hydraulics

Two major flood control facilities, Sheep Creek Wash and Horse Canyon Channel, and 26 other drainage culverts will be affected by widening and shall be analyzed and verified that existing structures are structurally sound and acceptable for Q100 with bulking. Consultant shall prepare necessary hydrology analyses to identify hydrologic considerations that may affect final design. The Consultant shall analyze existing and proposed drainage structures for their ability to accommodate future design flows, including proposed improvements. Consultant shall consider both structure rehabilitation/modification and replacement. If replacement is necessary, both cast in place and precast drainage structures will need to be considered as options for construction. Consultant shall prepare necessary draft and final hydrology/hydraulic analysis and reports. Reports shall summarize findings and proposed drainage improvements.

Deliverables:

1. Draft and Final Hydrology/Hydraulics Reports - One (1) hard copy and one (1) electronic copy

C6. Pavement Design (COUNTY)

The County will provide the final pavement design upon completion of soils investigations performed by Consultant (see C7 below).

C7. Geological/Geotechnical Investigation and Reports

Geotechnical studies, field investigations and final report must be in accordance with generally accepted geotechnical practices and standards presenting findings, conclusions, and recommendations pertaining to the design and construction of the proposed project as well as recommendations for Special Provisions related to Caltrans Standard Specifications for construction. The report shall be signed by a Geotechnical Engineer registered in the State of California and shall include, but not necessarily limited to:

- a. Review of available geotechnical and geological reports, data, etc. pertinent to the project vicinity
- b. Mark the locations, notify DigAlert and clear boring/coring locations within the project site prior to coring/drilling.
- c. Perform subsurface exploration as follows:
 - i. Up to four (4) borings at each drainage structure/bridge
 - ii. Additional borings for slope stability analysis
 - iii. For the existing pavement, perform one coring/boring to a depth of 5 feet for all deficient locations (assume 25) along the entire length of Phelan Road. The coring/boring shall be located in the middle of travel lanes.
 - iv. For the widening area, perform at least one boring to a depth of 10 feet for every one thousand feet along the entire length of Phelan Road.
 - v. Soil classification, In-Situ Density and moisture tests are required below the top surface and at 2.5 feet intervals using the Drive-Cylinder Method and 5.0 feet intervals 10 feet below existing surface.
 - vi. Collect bulk soil sample of approximately 70 pounds to the depth of 3 feet below asphalt surface or the existing surface.
 - vii. Sand Equivalent and Sieve Analysis tests are required from each bulk sample for all locations.

- viii. R-value tests shall be performed on selected samples based on other test results. Other tests such as Plasticity Index, consolidation, etc. may be warranted based on soil characteristics and properties explored.
- ix. Perform geotechnical laboratory testing on selected, representative soil samples necessary for analysis and design
- x. The corings/borings shall be backfilled with remaining soil cuttings/sand gravel and patched with cold patch asphalt.
- d. Traffic control plan for field exploration shall be prepared in accordance with Caltrans Standard Plans and submitted to the County for approval.
- e. Public traffic shall be permitted to pass through during operation at all times.
- f. New pavement design recommendations including construction considerations
- g. Site surface and subsurface condition
- h. Groundwater depth
- i. Subsurface Profile
- j. Potential Geologic Hazards
- k. Presence and effect of expansive, collapsible, and compressible earth materials
- l. Laboratory testing of selected earth material samples considered representative of the subsurface conditions to determine the engineering properties and characteristics.
- m. Recommendation for excavation, trenching, grading and construction
- n. Seismic analysis and seismic design parameters for structural design purposes.
- o. Evaluate liquefaction potential, including recommendations on possible prevention.
- p. Scour analysis to provide scour depth due to design flood event.
- q. Stability of channel slope and at the abutments
- r. Foundation Recommendations
- s. Lead and asbestos survey
- t. The County will provide Traffic Index as required for the pavement structural section design.
- u. The following reports will be required: Geotechnical Design Report and Preliminary and Final Foundation Reports. The Preliminary Foundation Report will be submitted with the Bridge Type Selection materials as stated elsewhere in this document.
- v. It will be the responsibility of the Consultant to notify Underground Service Alert, complete all necessary permit applications for review and submission by the County, and provide traffic control for field borings.
- w. Consultant shall be responsible for all costs, including San Bernardino County Transportation Department excavation permits, San Bernardino County Flood Control District permits, San Bernardino County Environmental Health Services Well Permit costs, associated with field borings. Consultant will be responsible for obtaining any environmental permits with regulatory agencies required for this task and all applicable costs. All permit applications will be reviewed and submitted by County. Consultant will make necessary revisions as required by County or permitting agency.
- x. Provide all necessary Foundation and Soils Engineering for the design of the road, embankments/slopes, retaining walls, and roadway structures and as required for the improvements.

Deliverables:

- 1. Geotechnical Exploration Plan
- 2. Geotechnical Design Report
- 3. Preliminary and Final Foundation Reports

C8. Utilities

Consultant will perform all utility coordination, including but not limited to, utility notices, research, obtain utility atlases from purveyors, notice to owners, potholing and coordinating

relocations with utility purveyors. All correspondence with utility owners will be on Consultant letterhead.

- a. Consultant shall coordinate with all potentially affected utility companies within the project limits to ensure that all existing facilities, both underground and overhead, are identified accurately and depicted on design plans. The Consultant shall coordinate efforts with utility agencies, to the extent needed, to prepare the PS&E package.
- b. The results of this coordination shall be a final database of utility records indicating utility owner, type and size of utility, drawing numbers, and other relevant information. Consultant shall also prepare a final base utilities map of the project area showing locations of all existing utilities.
- c. Consultant shall perform utility potholing to confirm that the location and depth of affected utilities are correctly identified for final design and to avoid conflicts during construction. For bidding purposes, Consultant shall assume 75 potholes. Dig Alert shall be contacted to mark utility alignment in the field prior to any subsurface activity.
- d. Consultant shall submit report listing all of the information obtained during potholing of existing utilities. The pothole information shall be shown on a map in plan and profile views. Thereport shall list the impact on the 35% design and later design phases for the project. The Consultant shall indicate all utility work on the plans and in the specifications. The Consultants shall also provide copies of the plans in digital format if requested by the utilities.
- e. Consultant shall address any utility conflicts by modifying the design of the improvements or designing any required utility relocations, if the relocation is not covered by a franchise agreement. The design for any utility relocation shall conform to the standards of the utility owner. If utility relocations are necessary for the project, the Consultant shall also be responsible for coordinating all relocations that can be completed prior to construction.
- f. Consultant shall prepare any necessary utility agreements for relocations.

Deliverables:

1. Utility Database and Base Map
2. Potholing Report(s)
3. Utility Plan/Exhibits
4. Utility Agreements

C9. Railroad Coordination

Consultant shall design the Union Pacific Railroad (UPRR) crossing located between White Road and Sunny Vista Road (CPUC #BB 453.7) modifications in accordance with CPUC GO 88-B and shall prepare any necessary applications and plans for such modifications resulting in the necessary agreement for the crossing modification.

Deliverables:

1. Notes and minutes from UPRR coordination meetings and conversations.

C10.a CEQA IS/MND:

It is anticipated that the environmental documents for this project will include a CEQA Initial Study and Mitigated Negative Declaration (ISMND). The Consultant will be responsible for completing the documents in accordance with applicable standards. The Consultant's approach to the project should include the appropriate environmental documents and technical studies deemed necessary to support this determination and any applicable mitigation measures necessary to reduce significant impacts to a less than significant level. The preparation of a CEQA IS/MND for circulation through the State Clearinghouse and direct mail for agency and public comment will be required, as well as tasks related to said circulation (i.e. Notice of Completion, Summary Form, Mailing List, etc.) and response to comments, if

necessary.

- A distribution list will be prepared for the proposed project, which will include responsible local, State, and federal agencies, as well as individuals and organizations that have expressed interest in the project or that are known to be concerned about development in the project area, including occupants and owners of properties within a 500-foot radius of the boundaries of the project site. The distribution list will meet CEQA requirements for public notice and involvement.
- The Draft IS/EA will be prepared and sent to the COUNTY and Caltrans for comments. One round of comments from the County will be addressed and incorporated and two rounds of comments from Caltrans will be addressed and incorporated. The Notice of Completion (NOC) and a Notice of Intent (NOI) to adopt the MND will be provided for use in transmitting the Draft IS/MND to the State Clearinghouse. The newspaper text for advertising the project will also be prepared.
- For NEPA, the Notice of Availability (NOA) will be published and made available for public review per 23 CFR 771.119, paragraphs (d) through (f). The public review period will be for a minimum of 30 days. Two rounds of comments from Caltrans will be addressed and incorporated.
- Consultant will be responsible for timely filing of notices with the San Bernardino County Clerk. The COUNTY will be responsible for newspaper publication costs and filing documents with the State Clearinghouse.
- Written responses to all environmental comments received during the public and agency review period will be provided and will address any environmental concerns raised by public or agency comments. It is assumed no more 30 comment letters will be received and no more than 50 unique responses will be prepared.
- The Final IS/EA will be prepared and sent to the COUNTY and Caltrans for comments. One round of comments from the County will be addressed and incorporated and two rounds of comments from Caltrans will be addressed and incorporated. The Notice of Determination (NOD), for CEQA, will be provided for use in transmitting the Final IS/EA to the State Clearinghouse. One round of comments from the County on the NOD will be addressed and incorporated. The FONSI will be prepared for NEPA. Two rounds of comments from Caltrans will be addressed and incorporated on the FONSI.
- Consultant will be responsible for paying the San Bernardino County Clerk filing fee and California Department of Fish and Wildlife (CDFW) filing fees. Up to 500 mailers will be sent to adjacent property owners and nearby residents.

C10.b Air Quality and GHG Assessment:

- i. Project specific Air Quality and Greenhouse Gas Assessments and accompanying Technical Reports.
- ii. These are discussed under the Caltrans Air Quality reports below.

C10.c Biological Resources:

The potential presence of sensitive plants and animal species necessitates the preparation of a Natural Environmental Study (NES) and a Biological Assessment (BA). The study should include an assessment of the entire project disturbance area, including staging areas, and determine potential impacts to sensitive habitat and endangered and threatened plant and animal species and critical habitat, both designated and proposed. Surveys for plant and animal species of concern should follow appropriate survey protocol adopted by the U.S. Fish and Wildlife Service (USFWS) and/or California Department of Fish and Wildlife (CDFW). The report should include a species list acquired from USFWS *through the Caltrans District 8*

Biologist. Caltrans will need to be contacted in order to start this process. Plant surveys should be conducted during the appropriate blooming periods. Consultation with USFWS may be required depending on the results of the study. Anticipated focused surveys to support the biological resources technical documents include:

C10.c1. MGS Habitat Assessment:

- Mohave Ground Squirrel (MGS) Habitat Assessment by permitted mammologist*

* Results incorporated directly into NES and CDFW consult with technical memo are included as an optional task

C10.c2. Biological Reconnaissance Survey:

- 2 in person meetings for Bio Lead with Caltrans and County and 15 hours coordination via phone including acquiring species lists
- 10 hours to draft right of entry letters,
- Vegetation mapping (within Limits of Disturbance and 500' buffer) for incorporation in technical studies and reports

C10.c3. Desert Tortoise Survey and Combined DT/BUOW Report:

Desert Tortoise Surveys (1 session to be combined with first burrowing owl session and conducted at 10 meter transects; assumes results will be summarized in a combined desert tortoise and burrowing owl report.

C10.c4. Burrowing Owl Surveys and Combined DT/BUOW Report:

Burrowing Owl Breeding Season Surveys (4 sessions in accordance with 2012 guidelines, 1st session combined with desert tortoise at 10 meter intervals; assumes Limits of Disturbance and 500' buffer).

C10.c5. Rare Plant Surveys and Report:

Rare Plant Surveys (2 sessions including mapping Joshua Trees (JTs) within Limits of Disturbance)*

* Assumes sparse number of JTs will be affected by the project and will require an ITP. Does not guarantee identification of juvenile JTs.

C10.c6. Daytime Bat Habitat Assessment and Memorandum:

One daytime habitat assessment survey* conducted by a bat specialist at no more than two (2) bridges

* Results incorporated directly into NES and nighttime Anabat™ Surveys are included as an optional task.

C10.c7. NES Report:

Coordination and consultations with federal and state agencies will be required as part of the NES process, beginning with requesting a project-specific species list acquired from U.S. Fish and Wildlife Service (USFWS) and National Oceanic and Atmospheric Administration (NOAA) Fisheries through the Caltrans District 8 Biologist. The NES will contain a detailed summary of these consultations, when they occurred, and the results or decisions made during consultations regarding the relevant subject matter.

Following completion of the field survey, habitat assessments, and/or focused surveys conducted within the Biological Survey Area, an NES report will be prepared using Caltrans'

template published in the Standard Environmental References (SER). Information that will be addressed in the NES will include the project's regulatory background; a summary of biological survey(s) conducted; a description of the biological setting; a detailed impact analysis; and avoidance, minimization, and mitigation measures, if necessary. Results of biological studies conducted for the project site or nearby areas will be incorporated by reference into the report. Results of the jurisdictional delineation will be incorporated into the NES, with the ARD report attached as an appendix.

C10.c8. BA Report:

To the extent feasible, Consultant will utilize the same information as is contained within the NES for the project, including results of agency consultations. Consultant will prepare the BA, which will include (but is not limited to) summary of consultations to date, a description of the proposed project action area, project features and description, project construction details and schedule, proposed conservation measures, compensation lands description, and biological information regarding federal listed species (including proposed species) and their critical habitat within the project action area. The report will summarize baseline environmental conditions for the project, including information on vegetation and biological resources. An analysis of project effects will be included that will encompass direct, indirect and cumulative effects. Lastly, the BA will draw a conclusion and determination regarding listed federal species within the project action area.

It is assumed that Caltrans will provide any missing or additional information to satisfy the BA requirements. Consultant will determine exact impact acreages resulting from the project to perform a complete impacts analysis on the listed species. The Consultant's GIS specialist will perform the acreage calculations and prepare the maps and figures that will be necessary for the BA.

The initial preliminary draft of the BA is not expected to be complete but will contain most of the components that will need to be informally reviewed by USFWS. The first preliminary draft will be submitted in electronic format to Caltrans for review and comment. Consultant will incorporate up to two rounds of compiled Caltrans comments into the document and then the preliminary draft will be informally submitted to the USFWS representative for the project.

Consultant will work with Caltrans and their agents to address USFWS comments on the preliminary draft BA. Consultant anticipates that the revision of the preliminary draft and the development of additional information requested by USFWS may take approximately six weeks or longer to complete, depending on the complexity. The revised draft that includes USFWS's comments will be submitted in electronic format to Caltrans for review. Comments will be incorporated and then the revised draft or portions of the revised draft will be submitted in electronic format back to USFWS for a second informal review. If USFWS has additional comments, then Consultant will work to incorporate those comments into the document. Consultant will prepare the final version of the BA and will submit it to Caltrans and to USFWS. Consultant will provide two hardcopies and one electronic PDF and MS Word version on CDs of the final BA.

C10.c9. Incidental Take Permit Application:

For projects that will result in a take of a state only listed species (including candidate species), Caltrans must apply for an incidental take permit under Section 2081(b). Although an ITP application template is not available, CDFW has distributed an example ITP application for other Consultant projects and Consultant will use this as a reference in the preparation of the ITP for addressing the project's impacts to Joshua Trees or other identified state candidate, threatened, or endangered species.

To the extent feasible, Consultant will utilize existing reports documenting previously conducted habitat assessment surveys and information discussed during CDFW meetings. Consultant will prepare the application materials, which will include (but is not limited to) project description, summary of literature reviews and survey reports, impacts analysis, assessment of take, mitigation measures, avoidance and minimization measures, monitoring plan, and financial assurance description. Evaluating the specific impacts to listed species (both direct and indirect), their potential territories, and the potential habitat and determining the mitigation that will be specifically assigned to fully mitigate the impacts to the listed species will also be included in the ITP application. It is assumed that Caltrans and the County will provide any missing or additional information to satisfy the ITP application requirements from CDFW. Consultant will also determine exact impact acreages to individual Joshua Trees and/or listed species habitat resulting from the project to perform a complete impacts analysis on the listed species. The Consultant's GIS technician will perform the acreage calculations and prepare the maps and figures that will be necessary with the application submittal.

The initial preliminary draft of the ITP application is not expected to be a complete application document but will contain most of the components that will need to be informally reviewed by CDFW. The Consultant will incorporate two rounds of County comments into the document and then the preliminary draft will be informally submitted to the CDFW representative for the project (to be determined).

Consultant will work with the County and their agents to address CDFW comments on the preliminary draft. Consultant anticipates that the revision of the preliminary draft and the development of additional information requested by CDFW may take approximately two weeks to complete. The revised draft that includes CDFW's comments will be submitted in electronic format to the County for review. Comments will be incorporated and then the revised draft or portions of the revised draft will be submitted in electronic format back to CDFW for a second informal review. If CDFW has additional comments, then Consultant will work to incorporate those comments into the document. Consultant will prepare the final version of the ITP application and will submit it to the County and to CDFW. Consultant will provide two hardcopies and one electronic copy on CD of the final ITP application.

C10.c10. MGS Habitat Assessment Technical Memorandum and CDFW Negotiations (Optional):

MGS Habitat Assessment Memo and CDFW Conference Calls (assumes 3 total at 2 hours each).

C10.c11. MGS Trapping (2 Grids) and Report (Optional):

MGS grid trapping and report (2 grids).

C10.c12. Nighttime Anabat Surveys and Report (Optional):

Nighttime Anabat Surveys and report (2 nights at each of 2 bridges).

C10.d. Traffic Assessment:

Project Specific Traffic Assessment including CEQA VMT and LOS Assessment and accompanying Technical Reports.

- The increase in VMT induced by added roadway capacity will be quantified. VMT, including induced VMT, will be analyzed and included in the environmental document.
- Consultant assumes the County will provide updated SBTAM and VVATS for forecasting years and there is no need to review networks and land use assumptions,
- Consultant will not review the roadway network coding and the initial traffic projections,

as well as coding of centroid connectors, traffic analysis zone (TAZ) boundaries, and land use in the TAZs in close proximity to the project to ensure the networks are coded correctly and in sufficient detail to provide reasonable traffic projections in the study area.

- Consultant will not recommend modifications to the SBTAM Regional Travel Forecast Model network to reflect the existing and future networks, if appropriate.
- Consultant will run SBTAM and VVATS models the County provides, assuming they are all updated correctly and validated.
- This includes responding to one round of comments from Caltrans.

C10.e. Caltrans Noise Study:

- The effort for this study is based on an assumption that the Caltrans Noise Specialist would only be providing minimal review of the Noise Study Report submittals and would not be providing significant oversight; would not be reviewing calculations or reviews on the field measures, modeling files or impact and barrier analysis until the Draft Noise Study Report was completed and submitted for review.
- A Noise Study Report will be prepared.
- The analysis will be conducted to include measurements, modeling, impact and barrier analysis. Conclusions will be made concerning impacts, and a determination if abatement measure are feasible and/or reasonable. This is a required process as prescribed in the Caltrans Noise Protocol as well as FHWA procedure under 23CFR772.
- A review of project background information will be completed.
- A Noise Workplan will be prepared and coordinated with Caltrans.
- A site visit will be conducted and field measurements will be performed. Up to 120 receivers will be modeled, which are located within 300 feet from the edge of pavement.
- Up to 12 long-term measurements and 15 short-term measurements will be required. There are seven areas on both sides of Phelan Road where long-term measurements will be taken plus two to three short-term measurements per area.
- A TNM model for existing conditions will be created as well as No-Build and Build Alternatives for the approximately 12 mile long corridor, which includes approximately 120 noise sensitive receptors.
- The noise impact and barrier analysis will be performed along with creation of appropriate figures.
- A Draft NSR will be prepared. Two rounds of comments from Caltrans will be addressed.
- The Final NSR will be prepared. Two rounds of comments from Caltrans will be addressed.
- QA/QC reviews will be completed at each appropriate phase.

C10.f. Caltrans Air Quality Report:

Caltrans Air Quality Report (AQR), (AQCA) Conformity Finding (23 USC 327 CEs, EAs, EISs)

- An Air Quality Report will be completed meeting Caltrans SER requirements.
- An Air Quality Conformity Analysis will be completed meeting Caltrans SER requirements.
- This includes responding to two rounds of comments from Caltrans on the AQR.
- This includes responding to two rounds of comments from Caltrans on the AQCA.
- This does not include representing the County at the Transportation Conformity Working Group call nor coordination with the Transportation Conformity Working Group.

C10.g. Jurisdictional and Wetland Delineation:

Preparation of Jurisdictional and Wetland Delineations, if appropriate, to assess the potential for wetland impacts. Potential wetland impacts, both temporary and permanent, must be

identified and quantified in a Wetlands Study Report. Wetland Delineation areas and ACOE/CDFW jurisdiction boundaries (if applicable) should be mapped.

C10.h. Cultural and Paleontological Resource Reports:

For the purposes of cultural resources, the proposal is requested to cover both NEPA/Section 106/Section 4(f) reporting and CEQA reporting. Much of the data collection, fieldwork results and research completed for the NEPA/Section 106/Section 4(f) portion of the Project will be used in the CEQA study and report. Caltrans is the lead agency for NEPA/Section 106/Section 4(f) compliance and the County is the lead agency for CEQA compliance.

1. NEPA, NHPA & Section 106/Section 4(f)

For NEPA/Section 106/Section 4(f) Compliance Work, the Consultant is required to conduct all surveys, recordation, consultations, etc., in a manner consistent with standard Caltrans procedures and guidelines. The Consultant is responsible for determining if any permits are necessary prior to conducting fieldwork and must ensure that all Rights-of-Entry have been obtained prior to the commencement of fieldwork. The Proposer scope of work should include the following:

- Remote meetings with County and/or Caltrans staff.
 - The Cultural Task Manager will attend up to two in-person meetings (one kick-off meeting and one additional meetings) with County staff and Caltrans PQS. All meetings are assumed to be located either at the SBDPW or Caltrans District 8 offices.
- Any necessary permits will be obtained by the Consultant
 - Consultant assumes that the APE will not overlap Federal Lands or jurisdictions that require a Federal fieldwork permit or ARPA permit. However, CONSULTANT will coordinate with other local and state agencies and private companies (i.e. SCE, Caltrans, Railroad, and DWP) to obtain rights of entry to their properties. For costing purposes, CONSULTANT assumes that no more than 4 hours of staff time will be needed for this task.
 - Consultant assumes that, because the project crosses the railroad at a public crossing, railroad safety training will not be required to survey that portion of the APE.
 - Consultant assumes that obtaining rights of entry to private property will require no more than 8 hours of staff time.
- Telephone calls as necessary with various County staff and Caltrans PQS.
 - Consultant assumes that up to 15 hours may be needed for the Cultural Task Manager to coordinate via phone and email with County staff and Caltrans PQS.
- 1-Mile Radius Records Search at the SCCIC
 - Assumes \$1,500 fees from the SCCIC for the records search
- NAHC Sacred File Search
 - Assumes one hour of staff time for the NAHC Search
- Phase I Archaeological and Built Environment survey of the APE.
(Optional Task) XP1 Testing for as many as five locations based on Caltrans PQS

review of Phase I survey results.

- The Direct APE (Area of Direct Impact) is assumed to consist of the 12.1-mile project alignment, the County ROW, and limited areas of ROW takes where construction activities will occur. CONSULTANT assumes that no more than 50-acres of ROW take areas will be within the Direct APE and will require pedestrian survey.
- Consultant assumes that Caltrans will agree that parcels with ROW takes (outside of the Area of Direct Impact) will constitute an indirect APE and, although Consultant may need to evaluate built environment resources in the indirect APE, Consultant will not have to complete an intensive pedestrian survey outside of the Area of Direct Impact.
- CONSULTANT will draft the Project APE maps based on Project data supplied by the Project Engineers. The data provided by the Project Engineers will consist of AutoCAD file(s) or ESRI shapefile(s) of the project footprint/impact areas as closed polyline or polygon features. The AutoCAD or ESRI GIS file(s) will be in a defined and clearly stated coordinate system, with project footprint/impact areas clearly designated on either single layer, or on multiple layers, with clear direction given to what layers constitute the project footprint and or impact areas.
- Assumes that field survey will take two archaeologists three 8-hour days to complete the field survey and record resources.
- No more than five sites will need XPI testing and no more than 15 STPs will be required for the Project.
- Evaluation (Preparation of DPR 523 Complete Form Sets) for as many as ten (10) archaeological and/or historical sites, and ten (10) DPR 523 individual isolate records.
 - No more than 10 full DPR site records and 10 isolated find records will be needed for the Project.

The Consultant is required to obtain new Trinomial #'s as necessary, and file records where appropriate.

- The Proposer should anticipate the preparation the following Caltrans SER-Compliant documents:
 - Historic Property Survey Report (HPSR)
 - Archaeological Survey Report (ASR)
 - Historic Resource Evaluation Report (HRER)
- Based on a preliminary review of the project, CONSULTANT anticipates that up to 15 built environment resources will need to be recorded on DPR 523 Primary and Building, Structure, Object (BSO) forms and evaluated in the HRER.
-
- Assumes a separate site visit to record built environment resources.
- Finding of Effects Report (FOE)

- Consultant anticipates that the FOE will result in a Finding of No Adverse Effect.
- The County will supply alternatives information necessary for a FOE and Section 4(f) documentation.
- Tribal consultations – The Consultant is required to maintain all contact listings, correspondence archives, telephone calls, etc., and all required files and records in accordance with instructions received from Caltrans PQS. Historical Society Consultations, as necessary
 - Consultant assumes that one round of letters and two rounds of follow up phone calls to Native American contacts will be required for the HPSR.
 - Consultant assumes that one round of letters and one round of follow up phone calls to Historical Societies will be required for the HPSR.
 - All Native American consultation under AB52 will be conducted by the County.
 - All Native American consultation under Section 106, beyond initial contacts, will be conducted by Caltrans.

All NEPA/Section 106/Section 4(f) compliance reports and documents is required to be reviewed by and approved by Caltrans District 8 PQS. The terms and conditions is required to be regarded as complete upon signing and/or approval by Caltrans/SHPO of various NEPA/Section 106/Section 4(f) documents and reports identified herein. Consultant is required to amend all reports in accordance with comments received from various reviewing agencies and consulting parties.

All documents will be submitted to County prior to submittal to Caltrans or any other agency. Proposer is required to plan for and budget for a maximum of two (2) sets of County revisions and four (4) sets of Caltrans revisions, which may include comments from other agencies, to all compliance documents/reports. The Consultant is required to prepare a separate record/log of all substantive private, public, and/or agency coordination in accordance with Caltrans guidelines.

- The County will provide Consultant with sets of non-conflicting comments from all reviewers for each document, and Consultant will respond to up to six rounds of comments (two rounds from San Bernardino County and up to four rounds from Caltrans).
2. CEQA Cultural Compliance
- The Consultant is required to utilize all NEPA/Section 106/Section 4(f) information to prepare CEQA archaeological and built environment cultural resource compliance reports. All CEQA cultural compliance documents are required to be prepared as separate documents.

The Consultant is required to prepare all CEQA cultural resources consultations and compliance documents in accordance with CEQA guidelines. In response to this RFP, the Consultant is required to notify the County if it interprets CEQA guidelines in a manner that might impact costs. The Consultant is required to reformat all NEPA/Section 106/Section 4(f) documents, findings and reports into a format that meets CEQA Initial

Study protocols for a Cultural Resource Compliance Report.

- Assumes CEQA report will be compiled from the methods and results of the Caltrans documents.

3. Paleontology

The County is requesting preparation of a CEQA-compliant paleontological records search and letter report. As an *Optional Task*, the Proposer is asked to list all costs and steps involved in completing a Paleontological Resources Management and Monitoring Plan (PRMMP).

- Assumes a paleontological field survey will not be needed for the Project.
- Assumes Caltrans paleontological documents will not be needed for the Project.

All paleontological work must be conducted under the guidance of a qualified vertebrate paleontologist.

C10.i. Hazardous Materials Study:

An Initial Site Assessment Checklist (ISA) should be prepared to evaluate the potential for presence of hazardous materials within the project limits.

- This effort will include completion of the Caltrans ISA checklist. A database search report will be obtained and reviewed. A windshield survey will be conducted, and the ISA checklist will be completed.
- This includes responding to two rounds of comments from Caltrans. This effort will not include completing a full ISA document, which generally meets ASTM Standards. If a full ISA is required, an amendment will be required to prepare the full ISA.

C10.j. Caltrans NEPA (Optional):

As mentioned in Section C10.a (CEQA IS/MND), Caltrans may require an Environmental Assessment be prepared to satisfy NEPA requirements. If a NEPA environmental document is required, it would be prepared along with the CEQA IS/MND and a joint document would be prepared (IS/EA). Technical studies being prepared for the CEQA environmental document will also include the appropriate analysis to cover NEPA requirements so that just one technical study per resources is produced. All steps required for CEQA will be completed for NEPA at the same time.

- The distribution list being prepared for CEQA will also include required agencies for NEPA. This list will be approved by Caltrans for NEPA requirements.
- The Draft IS/EA will be prepared following the requirements outlined in Caltrans Standard Environmental Reference (SER) document. Reviews will be the same as those outlined in Section C10.a above.
- For NEPA, the Notice of Availability (NOA) will be published and made available for public review per 23 CFR 771.119, paragraphs (d) through (f). The public review period will be for a minimum of 30 days. Two rounds of comments from Caltrans will be addressed and incorporated.
- Response to comments on the NEPA document is not required but will be completed along with the response to comments on the IS/MND. No more than 30 comments letter for both CEQA and NEPA inclusive are anticipated and no more than 50 unique responses will be prepared for both CEQA and NEPA inclusive.

- The Final IS/EA will be prepared as outlined in Section C10.a above.
- The Finding of No Significant Impact (FONSI) will be prepared for NEPA. As outlined in Section C10.a above, two rounds of comments on the FONSI will be addressed.

C10.k. Noise Abatement Decision Report (Optional):

This report is not anticipated if a full Noise Study Report is not completed.

C10.l. Water Quality Assessment Report (Optional):

A WQAR will be prepared. This includes responding to two rounds of comments from Caltrans.

C10.m. Floodplain Evaluation Report (Optional):

- An FER or SFER will be prepared.
- This includes responding to two rounds of comments from Caltrans.

C10.n. Wetlands Only Practicable Alternative Finding (Optional):

This effort will be included in the environmental document preparation effort.

C10.o. Invasive Plants (Optional):

This effort will be included in the environmental document preparation effort.

C10.p. Visual Impact Assessment (Optional):

Consultant will complete the Caltrans Questionnaire and will complete an abbreviated VIA. No simulations will be prepared. This includes responding to two rounds of comments from Caltrans.

C10.q. Community Impact Assessment (Optional):

- The effort for impacts to the community is based on the County's understanding with Caltrans, and that only a detailed memorandum would be need to be prepared to address community impacts.
- One windshield survey field visit will be completed.
- Consultant will provide a customized approach to Community Impacts Analysis incorporating an abbreviated approach and analysis of community impacts incorporated into a Community Impacts Technical Memorandum, which will loosely follow a Caltrans Community Impact Assessment Study in lieu of a Caltrans Standard Community Assessment.
- This includes responding to two rounds of comments from Caltrans.

C10.r. Encroachment Permit (Optional):

Prepare and obtain encroachment permit for State Fire Station on South Side Phelan Road.

Deliverables:

1. Draft CEQA/NEPA documents with supporting technical reports including:
 - a. Air Quality and GHG Assessment
 - b. MGS Habitat Assessment Memorandum of Findings
 - c. Desert Tortoise Report of Findings
 - d. Burrowing Owl Report of Findings
 - e. Rare Plant Report of Findings
 - f. Crotch Bumble Bee Report of Findings
 - g. NES

- h. Biological Assessment Report (BA)
- i. Jurisdictional Determination/Wetland Delineation Report if appropriate
- j. ISA Checklist
- k. Final CEQA document with technical reports and responses to comments
- l. NOI and NOD
- m. NOA (NEPA Optional)
- n. Surrounding property owner and agency mailing list
- o. Advertisement text for publication in the local paper
- p. GIS Data
- q. Certification of mailing of NOI to the property owners (County will be responsible for newspaper publication costs and submittal of documents to the State Clearing House through the OPR Web Portal)

Exclusions:

- Noise Abatement Decision Report (NADR) – assumed to not be required
- Relocation Impact Report
- (CIA) Community Impact Assessment – will only be a memorandum

C10.s. Regulatory Permitting:

Consultant shall prepare regulatory permit applications and related documentation necessary to obtain regulatory agency permits, including preparation of 1602 California Department of Fish and Wildlife (CDFW) streambed alteration agreement application(s), 401 or WDR Regional Water Board Water Quality Certification application(s) as appropriate, and 404 or NWP U.S. Army Corps of Engineers Permit application(s) or Preliminary Jurisdictional Determination [PJD] form(s) as appropriate.

Deliverables:

1. Biological Assessment (BA) approved by the U.S. Army Corps of Engineers/U.S. Fish and Wildlife Service
2. Jurisdictional Determination/Jurisdictional/Wetland Delineation approved by U.S. Army Corps of Engineers/California Department of Fish and Wildlife
3. Submittal of draft and final permit applications including submittal package items in electronic form
4. GIS Data

Note: All Deliverables should assume a minimum of one (1) draft and one (1) final deliverable to the County before submittal to regulatory agencies.

C11. 35% Submittal

Consultant shall prepare 35% roadway plans for Phelan Road from SR-138 to Los Banos Road (63,675 linear feet) in accordance with Caltrans submittal requirements. Plans shall include title sheet; road and channel plan and profile; existing and proposed right of way and parcel lines; typical cross sections; key map, index of drawings; existing and proposed contours, details, and quantities; stage construction and traffic handling; on-site detour plans; signing and striping plans; and any other required plans. Plan sheets shall be at a scale of 1"=40' unless more detail is needed or directed otherwise by the County.

C11.a. Design Standards

The realigned intersection at State Route 138 shall meet Caltrans design standards and will require Caltrans approval. Deviations from AASHTO or County standards shall be indicated and any exceptions shall require approval by the County. The intent of the project is to meet all current AASHTO standards for the bridge(s) and also for the road approaches where feasible.

The basic design features that must be identified are:

- Lane widths, shoulder widths, and bridge widths
- Design speed
- Cross slopes
- Grades
- Stopping sight distances
- Horizontal and vertical alignments
- Horizontal and vertical clearances
- Bridge structure including substructure and superstructure
- Signing and Striping Plan
- Applicable Best Management Practices (BMPs)

C11.b. Cost Estimate

Consultant shall prepare a cost estimate based on anticipated constructed items and estimated quantities from the preliminary plans.

Deliverables:

1. 35% Civil Plans
2. 11"x17" PDF plans
3. One (1) set of full-size plans
4. One (1) set of 11"x17" plans
5. Cost estimates

C12. 35% Bridge Plans (Rehabilitation/Reconstruction)

The Consultant shall prepare the 35% plans in accordance with Caltrans submittal requirements. Consultant will use results of hydraulic sizing to prepare preliminary bridge plans.

- a. Bridge design shall be in accordance with the current AASHTO standards. If there are additional non-standard design features, approval must be obtained by the County.
 - i. Demolition plans shall reflect actual site conditions for each bridge.
 - ii. Consultant shall prepare documents and Bridge Plans to comply with the most current Load Resistance Factor Design (LRFD) Specifications and Caltrans guidelines, including Bridge Design Details, Bridge Design Aids, Bridge Design Specifications Manual, Caltrans bridge design standards and Memos to Designers, also applicable design, specifications and other Caltrans bridge design standards.
 - iii. Consultant shall prepare draft and final Bridge Type Selection Report and Bridge General Plans to comply with the most current Caltrans guidelines including, but not limited to, Bridge Design Details, Bridge Design Aids, and Memos to Designers.
 - iv. Consultant will utilize Geotechnical Design Report, Hydraulic Report and Preliminary and Final Foundation Reports to support the Bridge Type Selection process. The Consultant will prepare for and attend the Bridge Type Selection Meeting, including advance submittal of required materials. Upon completion of the Bridge Type Selection, the Consultant will submit and distribute a meeting summary and required copy of the General Plan and General Plan Estimate.
- b. Consultant shall compile structure specifications using the applicable current Caltrans SSPs.
- c. Consultant shall prepare and submit required estimates and design calculations, along with check calculations.
- d. Consultant shall prepare and submit bridge 4-scale plans. The Consultant shall prepare all bridge design and PS&E deliverables in accordance with the current AASHTO (as noted above).

Deliverables:

1. 35% Bridge Plans
2. Preliminary Demolition Plans
3. Draft and Final Bridge Type Selection Report
4. 11"x17" PDF plans
5. One (1) Set of full-size plans
6. Cost Estimates

C13. Contingency - Add'l Studies Required by Regulatory Agencies and/or Caltrans

Consultant has provided a budget as outlined in the cost proposal for additional miscellaneous studies.

D. PHASE II – PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)

The final design shall include project management and tasks outlined in the below tasks, including preparation of plans, specifications and estimates; County will provide oversight of all environmental documents, technical reports and regulatory permitting processes.

Consultant shall prepare 65%, 95% and final plan and profile drawings and necessary cross sections, which shall also depict existing utilities and right-of-way boundaries. All plans shall be in accordance with County and State Design Standards.

D1. Civil Engineering Plans and Specifications

D1.a. Plans

Consultant shall prepare 65%, 95% and final plans for Phelan Road from SR-138 to Los Banos Road (63,675 linear feet) in accordance with Caltrans submittal requirements. Final Plans shall include title sheet; road and channel plan and profile; right of way and parcel lines; typical cross sections; key map, index of drawings; construction details; existing and proposed contours, details, and quantities; stage construction and traffic handling; detour plans; construction area signs; signing and striping plans; design pollution prevention Best Management Practices (BMPs), and any other required plans. Bid quantities shall be provided at the 65%, 95%, and Final Plan stages for review by County staff. Plans sheets shall be at a scale of 1"=40' unless more detail is needed or directed otherwise by the County.

D1.b. Specifications

Consultant shall compile 65%, 95% and final specifications and special provisions to prepare required specifications for the project. The Consultant shall utilize and incorporate the County's "Boiler Plate" documents, including the notice-to-bidders, proposal, bond forms, insurance requirements, and agreement into the specifications.

Deliverables:

1. Final Demolition Plans
2. 11"x17" PDF Plans
3. One (1) set of full-size Plans
4. One (1) set of 11"x17" Plans along with the previous check prints
5. Bid Quantities and Cost Estimates
6. Draft and Final Specifications

D2. Bridge Plans and Specifications (Rehabilitation/Reconstruction)

Consultant shall prepare the 65%, 95%, and final plans in accordance with Caltrans submittal requirements. Consultant will use results of hydraulic sizing to prepare bridge plans.

- a. Bridge design shall be in accordance with the current AASHTO standards. If there

are additional non-standard design features, approval must be obtained by the County.

- i. Demolition plans shall reflect actual site conditions for each bridge.
- ii. Consultant shall prepare documents and Bridge Plans to comply with the most current Load Resistance Factor Design (LRFD) Specifications and Caltrans guidelines, including Bridge Design Details, Bridge Design Aids, Bridge Design Specifications Manual, Caltrans bridge design standards and Memos to Designers, also applicable design, specifications and other Caltrans bridge design standards.
- iii. Consultant will utilize Geotechnical Design Report, Hydraulic Report and Preliminary and Final Foundation Reports to support the Bridge Type Selection process. The Consultant will prepare for and attend the Bridge Type Selection Meeting, including advance submittal of required materials. Upon completion of the Bridge Type Selection, the Consultant will submit and distribute a meeting summary and required copy of the General Plan and General Plan Estimate.
- b. Consultant shall compile structure specifications using the applicable current Caltrans Standard Special Provisions (SSPs).
- c. Consultant shall prepare and submit required estimates and design calculations, along with check calculations.
- d. Consultant shall prepare and submit bridge 4-scale plans. The Consultant shall prepare all bridge design and PS&E deliverables in accordance with the current AASHTO (as noted above).
- e. Consultant shall compile specifications and special provisions to prepare required specifications for the project. The Consultant shall utilize and incorporate the County's "Boiler Plate" documents, including the notice-to-bidders, proposal, bond forms, insurance requirements, and agreement into the specifications.

Deliverables:

1. 11"x17" PDF Plans
2. One (1) set of full-size Plans
3. One (1) set of 11"x17" Plans, along with the previous check prints
4. Bid Quantities and Cost Estimates
5. Draft and Final Structure Specifications
6. Final Demolition Plans

D3. Cost Estimate

Consultant shall compile and prepare the Cost Estimate(s) that includes shared items such as mobilization, construction area signs, jobsite management, etc. followed by individual line items for each bridge based on all biddable construction items identified throughout the design package and consistent with County's "Boiler Plate". The estimated quantities shall include, but not be limited to, itemizing all removals, relocations, water pollution control, any required mitigation work, earthwork, subgrade preparation, aggregate base, asphalt concrete (AC) paving, survey monument, painting of pavement legends and signs, traffic control, raised pavement markers, project signs, bridge removals, miscellaneous metal, piling, etc. The estimated quantities shall be arranged consistent with Caltrans' estimating procedures and shall contain all of the information needed to prepare the Engineer's Estimate of costs. Contingencies shall be included at the appropriate percentage in accordance with County's procedures.

The Consultant shall be required to periodically submit updated cost estimates. At a minimum, cost estimates shall be submitted at 65%, 95% and Final Plan completion. The Consultant's final construction cost estimate shall be based upon, and in agreement with, the final estimated quantities. Computations showing estimated quantities and costs of work, as well as the sum

totals, shall be submitted to the County for review. Submission of computations does not relieve the Consultant's responsibility for submitting an accurate estimate of quantities.

Consultant shall keep all cost estimates as confidential documents which may only be disclosed to the County's Project Manager. All cost estimate submittals shall be watermarked "Confidential". Within the Consultant's own organization, Consultant shall only disclose the cost estimates to Consultant's staff on a need-to-know basis.

Deliverables:

1. Cost Estimates, Design Calculations, Check Calculations

D4. Submittal Requirements

Consultant shall submit plans at 35%, 65%, and 95% completions and specifications at 65% and 95% for County review. The Consultant shall submit in PDF format electronic half-size plans (11"x17") of the design drawings with each submittal for review by affected agencies and utilities and one (1) set of full-size plans and one (1) set of half-size plans each of the design drawings with each submittal for checking by the County, along with the previous check prints. *All deliverables shall be clearly marked as being fully checked, and the preparation of the material followed the quality control plan established for the work. All deliverables shall contain signature by the Quality Assurance Officer.* The design drawings should be as complete, accurate, and error-free as possible before plan checking is considered to reduce the number of plan checks required and related costs to the County, and Consultant. Likewise, for Reports, Special Provisions, Estimates, etc., the Consultant shall submit an adequate number of sets to the County and all affected agencies for review. Consultant shall, at no additional cost to the County, correct errors, omissions, and unworkable and/or improper design/drafting on the original drawings that are covered subsequent to the completion of the plan checking process. The Consultant will directly submit Plans to the utilities for review of conflicts. The Consultant shall provide a copy of all transmittals, submittals, and letters sent agencies regarding the project. Reports, Plans, Specifications, and Estimates shall be in English units and must conform to Caltrans, federal, and County standards, regulations, policies, procedures, manuals, and practices. The Consultant shall provide clear, concise, and complete Plans.

All drawings shall be prepared in AutoCAD or Civil 3D. The final drawings are to be considered to be the property of the County at all times and shall be submitted to the County as full size mylars, along with electronic files, upon completion or as otherwise directed by the County. Cross sections are considered necessary to properly and accurately design the improvements and to accurately establish the earthwork volumes and extent of construction. Cross sections shall be prepared at a scale and frequency approved by the County. The cut and fill quantities shall be computer generated and shall be included with the cross sections. The cross sections shall be provided to the County at the same time as the final plans, which will both be part of the approved final plans.

The County will provide the Consultant with its "Boiler Plate" Specifications and Technical Provisions. The Consultant shall be responsible for preparing all technical specifications and special provisions which are complete, ready for advertising and signed by Professional Engineer registered in the State of California.

All final surveys, studies, calculations, designs, reports, maps, legal descriptions, plans, specifications, and estimates shall include all original documents with seals and wet-signed signatures by registered professional land surveyors, engineers, or architects licensed in the State of California.

All data, information, documents, calculations, reports, plans, specifications, quantity take-offs, estimates, or any other item collected or prepared in either hard copy or electronic format as part of the design of this Project are the property of the County. The Consultant shall submit all these items to the County at the completion of the Project. All original documents and electronic files shall become the sole property of the County, and may be used by the County and/or its assignees without written permission from or additional compensation to the Consultant.

D5. Water Quality Management Plan (WQMP) and Storm Water Pollution Prevention Plan (SWPPP)

Consultant shall prepare all necessary reports and/or applications including the WQMP, Storm Water Data Report and the SWPPP consistent with Caltrans' Storm Water Quality Handbook – Project Planning and Design Guide.

Deliverables:

1. Plans, Reports, WQMP and SWPPP

D6. Permits

Preparation of all required applications and documentation to submit for necessary regulatory agency permits to allow for geotechnical investigation at the site.

Deliverables:

1. Permit Applications and Documentation

E. PHASE III – CONSTRUCTION (OPTIONAL)

E1. Advertising/Bidding Support

Consultant shall provide advertising/bidding support based on the budget set forth in the approved cost proposal.

- a. Copies of Drawings and Contracts Documents – The County will have copies of the design drawings and Contract Specifications reproduced for advertising purposes.
- b. Pre-bid Meeting – The Consultant shall attend the pre-bid meeting.
- c. Questions and Addenda During Advertising – The Consultant shall answer questions regarding the technical provisions, the design drawings, or conflicts in the design during the bidding process and pre-construction meeting. The Consultant shall assist the County, at no charge, in preparation of Addenda regarding omissions or conflicts in the design.

Deliverables:

1. Attend Pre-Bid Meeting
2. Answers to Questions During Advertising

E2. Construction Support

Consultant shall provide construction support services based on the budget set forth in the approved cost proposal.

- a. Meetings – The Consultant shall attend the pre-construction meeting and informational meetings with stakeholders.
- b. Questions during Construction and Requests for Information (RFIs) – The Consultant shall answer questions regarding the Technical Provisions, the design drawings or conflicts in the design during the construction, and assist the County in issuing Change Orders (COs) regarding omissions or conflicts in the design, at no charge to the County. The Consultant shall provide responses to RFIs, as requested by the County.
- c. Contractor Submittals – The Consultant shall review Contractor submittals, including shop drawings, as requested by the County.

- d. Plan Revisions – The Consultant shall prepare plan revisions requested by the County, to accompany change orders, etc.
- e. Record Drawings – The Consultant shall incorporate all redline comments prepared by the Contractor and Project Inspector on the signed design Plans. The Record Drawings shall be provided to the County and approved prior to the release of the final progress payment. The Consultant shall also provide electronic Record Drawings in AutoCAD format and Specifications in Microsoft Word to the County.
- f. Owner of Project Documents – The County will be the owner of all original drawings, documents, and digital information. All digital and/or computer-generated drawings shall be the property of the County and two (2) copies on a CD-RW disk shall be submitted to the County.

Deliverables:

- 1. Meetings
- 2. Answers to RFIs
- 3. Review Contractor Submittals
- 4. Plan Revisions
- 5. Record Drawings
- 6. Project Documents

EXHIBIT B - FEE PROPOSAL

FIRM: EOP U.S. Services Inc.
ROLE: PRIME CONSULTANT

ADLER PRIME CONSULTANT

Updated: 5/25/2021

[illegible]

Project Information										Financial Summary									
Item	Category	Sub-Category	Description	Unit	Quantity	Unit Price	Total Price	Material Cost	Labor Cost	Overhead	Profit	Subtotal	Tax	Net Total	Grand Total	Net Income	ROI	Payback Period	Notes
1	Construction	Foundation	Excavation and Foundation	sq ft	1000	100.00	100,000.00	80,000.00	20,000.00	5,000.00	15,000.00	100,000.00	10,000.00	110,000.00	110,000.00	10,000.00	10.0%	12 months	Foundation work completed.
2	Construction	Foundation	Concrete Foundation	cu yd	50	200.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Concrete foundation poured.
3	Construction	Foundation	Reinforcement Steel	lb	10000	1.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Reinforcement steel installed.
4	Construction	Foundation	Formwork	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Formwork removed.
5	Construction	Foundation	Grout	cu yd	10	100.00	1,000.00	800.00	200.00	50.00	150.00	1,000.00	100.00	1,100.00	1,100.00	100.00	10.0%	12 months	Grout applied to joints.
6	Construction	Foundation	Backfill	cu yd	100	100.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Backfill completed.
7	Construction	Foundation	Insulation	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Insulation installed.
8	Construction	Foundation	Sealing	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Sealing applied.
9	Construction	Foundation	Finishing	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Finishing work completed.
10	Construction	Foundation	Painting	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Painting completed.
11	Construction	Foundation	Landscaping	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Landscaping completed.
12	Construction	Foundation	Site Work	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Site work completed.
13	Construction	Foundation	Drainage	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Drainage system installed.
14	Construction	Foundation	Security	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Security system installed.
15	Construction	Foundation	Monitoring	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Monitoring system installed.
16	Construction	Foundation	Maintenance	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Maintenance plan implemented.
17	Construction	Foundation	Training	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Training program completed.
18	Construction	Foundation	Documentation	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Documentation completed.
19	Construction	Foundation	Site Preparation	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Site preparation completed.
20	Construction	Foundation	Foundation Work	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Foundation work completed.
21	Construction	Foundation	Foundation Work	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Foundation work completed.
22	Construction	Foundation	Foundation Work	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Foundation work completed.
23	Construction	Foundation	Foundation Work	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Foundation work completed.
24	Construction	Foundation	Foundation Work	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Foundation work completed.
25	Construction	Foundation	Foundation Work	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Foundation work completed.
26	Construction	Foundation	Foundation Work	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Foundation work completed.
27	Construction	Foundation	Foundation Work	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Foundation work completed.
28	Construction	Foundation	Foundation Work	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Foundation work completed.
29	Construction	Foundation	Foundation Work	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Foundation work completed.
30	Construction	Foundation	Foundation Work	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Foundation work completed.
31	Construction	Foundation	Foundation Work	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Foundation work completed.
32	Construction	Foundation	Foundation Work	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Foundation work completed.
33	Construction	Foundation	Foundation Work	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Foundation work completed.
34	Construction	Foundation	Foundation Work	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Foundation work completed.
35	Construction	Foundation	Foundation Work	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Foundation work completed.
36	Construction	Foundation	Foundation Work	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Foundation work completed.
37	Construction	Foundation	Foundation Work	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Foundation work completed.
38	Construction	Foundation	Foundation Work	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Foundation work completed.
39	Construction	Foundation	Foundation Work	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Foundation work completed.
40	Construction	Foundation	Foundation Work	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Foundation work completed.
41	Construction	Foundation	Foundation Work	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Foundation work completed.
42	Construction	Foundation	Foundation Work	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Foundation work completed.
43	Construction	Foundation	Foundation Work	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Foundation work completed.
44	Construction	Foundation	Foundation Work	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Foundation work completed.
45	Construction	Foundation	Foundation Work	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Foundation work completed.
46	Construction	Foundation	Foundation Work	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Foundation work completed.
47	Construction	Foundation	Foundation Work	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Foundation work completed.
48	Construction	Foundation	Foundation Work	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Foundation work completed.
49	Construction	Foundation	Foundation Work	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Foundation work completed.
50	Construction	Foundation	Foundation Work	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Foundation work completed.
51	Construction	Foundation	Foundation Work	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Foundation work completed.
52	Construction	Foundation	Foundation Work	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Foundation work completed.
53	Construction	Foundation	Foundation Work	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Foundation work completed.
54	Construction	Foundation	Foundation Work	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Foundation work completed.
55	Construction	Foundation	Foundation Work	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Foundation work completed.
56	Construction	Foundation	Foundation Work	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,000.00	11,000.00	1,000.00	10.0%	12 months	Foundation work completed.
57	Construction	Foundation	Foundation Work	sq ft	1000	10.00	10,000.00	8,000.00	2,000.00	500.00	1,500.00	10,000.00	1,000.00	11,					

FROM: GEORGE WARD, INC.
ROLE: SUB-CONSULTANT

**Frederick Road Widening
PMG121-TRANS-4073
Draft Project Schedule**

