

**PERSONAL SERVICES AGREEMENT
BETWEEN THE
COUNTY OF SHASTA
AND
DOKKEN ENGINEERING, INC.**



**TO PROVIDE DESIGN ENGINEERING SERVICES
FOR THE
FERN ROAD EAST (4M01) AT GLENDENNING CREEK BRIDGE
REPLACEMENT PROJECT**

**FEDERAL AID PROJECT NO. BRLS-5906(105)
COUNTY PROJECT NO. 705929**

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ARTICLE I INTRODUCTION

- A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the County of Shasta, a political subdivision of the State of California through the Department of Public Works, hereinafter referred to as, COUNTY.

The name of the "CONSULTANT" is as follows: Dokken Engineering, Inc.

Incorporated in the State of California.

The Project Manager for the "CONSULTANT" will be Rosa Griggs.

The Contract Administrator for COUNTY will be Shane Winton.

- B. The work to be performed under this AGREEMENT is described in Article VI, entitled Statement of Work/Responsibilities of CONSULTANT and the CONSULTANT's approved Cost Proposal for Complete Project Design Phase, dated August 4, 2023, attached and incorporated herein as ([ATTACHMENT I](#)), and the CONSULTANT's approved Cost Proposal for Construction Engineering Support Phase, dated August 4, 2023, attached and incorporated herein as ([ATTACHMENT II](#)). If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- C. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II INDEMNIFICATION

- A. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless COUNTY, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses, (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by COUNTY, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this AGREEMENT by CONSULTANT, or by any of CONSULTANT's subcontractors, any person employed under CONSULTANT, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of COUNTY. CONSULTANT shall also, at CONSULTANT's own expense, defend the COUNTY, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action or proceeding brought against COUNTY, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this AGREEMENT by CONSULTANT, or any of CONSULTANT's subcontractors, any person employed under CONSULTANT, or under any Subcontractor, or in any capacity. CONSULTANT shall also defend and indemnify COUNTY for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless COUNTY with respect to CONSULTANT's "independent contractor" status that would establish a liability on COUNTY for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this AGREEMENT.
- B. For professional services provided under this AGREEMENT, CONSULTANT shall indemnify, defend, and hold harmless COUNTY, its elected officials, officers, employees, agents, and volunteers

from and against any and all claims, demands, actions, losses, liabilities, damage, and costs, including reasonable attorneys' fees, arising out of or resulting from the negligent performance of the professional services provided under this AGREEMENT, CONSULTANT shall also, at CONSULTANT's own expense, defend the COUNTY against any suit or action brought against COUNTY founded upon any claim, action or proceeding which is based upon the work or the provision of services undertaken pursuant to this AGREEMENT. Furthermore, the duty of CONSULTANT includes the duty of defense, inclusive of that set forth in the California Civil Code Section 2778, and is subject to any limits provided for in Civil Code Section 2782.8. The words "professional services" shall be interpreted as defined in Civil Code Section 2782.8, as it may be amended from time to time. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law.

- C. These indemnification provisions are independent of, and shall not in any way be limited by, CONSULTANT's insurance coverage or lack of coverage, or by the insurance requirements of this agreement. COUNTY acknowledgement or approval of CONSULTANT's evidence of insurance coverage required by this agreement does not in any way relieve CONSULTANT from its obligations under this Section.

ARTICLE III EMPLOYMENT STATUS OF CONSULTANT

CONSULTANT shall, during the entire term of this AGREEMENT, be construed to be an independent contractor. Nothing in this AGREEMENT is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow COUNTY to exercise discretion or control over the professional manner in which CONSULTANT performs the work or services that are the subject matter of this AGREEMENT; provided, however, that the work or services to be provided by CONSULTANT shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of COUNTY is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. CONSULTANT shall not be eligible for coverage under COUNTY's workers' compensation insurance plan nor shall CONSULTANT be eligible for any other COUNTY benefit. Notwithstanding CONSULTANT's status as an independent contractor, COUNTY shall withhold from payments made to CONSULTANT such sums as are required to be withheld from employees by the Federal Internal Revenue Code, the Federal Insurance Compensation Act, the State Personal Income Tax Law, and the State Unemployment Insurance Code; provided, however, that said withholding is for the purpose of avoiding COUNTY's liability under said laws and does not abrogate CONSULTANT's status as an independent contractor as described in this AGREEMENT.

ARTICLE IV NONASSIGNMENT OF AGREEMENT; NON-WAIVER

Inasmuch as this AGREEMENT is intended to secure the specialized services of CONSULTANT, CONSULTANT may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of COUNTY. The waiver by COUNTY of any breach of any requirement of this AGREEMENT shall not be deemed to be a waiver of any other breach.

ARTICLE V ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/ APPENDICES

- A. This AGREEMENT supersedes all previous contracts relating to the subject of this AGREEMENT and constitutes the entire understanding of the parties hereto. CONSULTANT shall be entitled to no other benefits other than those specified herein. CONSULTANT specifically acknowledges that in

entering into and executing this AGREEMENT, CONSULTANT relies solely upon the provisions contained in this AGREEMENT and no others.

- B. No changes, amendments, or alterations to this AGREEMENT shall be effective unless in writing and signed by both parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this AGREEMENT and changes in the scope of work and modifications of the total compensation that do not exceed 10% in the aggregate of the total CONSULTANT compensation may be agreed to in writing between CONSULTANT and Public Works Director, provided that the amendment is in substantially the same format as the COUNTY's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this AGREEMENT are for reference purposes only and shall not affect the meaning or construction of this AGREEMENT.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this AGREEMENT and the provisions of any of this AGREEMENT's exhibits or appendices, the provisions of this AGREEMENT shall govern.

ARTICLE VI STATEMENT OF WORK/RESPONSIBILITIES OF CONSULTANT

- A. CONSULTANT Services – Pursuant to the terms and conditions of this agreement, shall provide engineering and project management services in accordance with the August 4, 2023, Dokken Engineering, Inc. proposal and fee schedule ([ATTACHMENT I](#)) and ([ATTACHMENT II](#)) and Caltrans design and procedure manuals. The consultant will track and invoice the project separately into the following task(s):

1. Project Management and Scheduling

(Deliverables: Meeting Agendas and Minutes, Monthly Progress Reports and Invoice, Schedule and Updates, and Action Item Lists)

- 1.1. Project Management
- 1.2. Meetings
- 1.3. Project Schedule, Monthly Progress Reports, and Invoice
- 1.4. Quality Assurance and Quality Control

2. Outside Agency Coordination Services

(Deliverables: Utility A, B, and Notice to Owners Letter, Utility Conflict Maps, Utility Certification Forms per Caltrans)

- 2.1. Requests for Utility Information
- 2.2. Conflict/Relocation Maps
- 2.3. Notice to Owners and Utility Certification

3. Environmental Permit Support

(Deliverables: EPIM Notifications Materials & 1602 Final Streambed Alteration Agreement, Pre-Applications Meeting, Application for 401 Water Quality Certification and Final Water Quality Certification)

- 3.1. California Department of Fish and Wildlife - 1602 Streambed Alteration Agreement
- 3.2. Regional Water Board – 401 Water Quality Certification
- 3.3. Army Corps of Engineers – 404 Nationwide Permit
- 3.4. Mitigation Project Development

4. Geotechnical Services

(Deliverables: Draft Foundation Report, Draft Log of Test Borings and Final Foundation Report and Log of Test Borings)

4.1. Project Initiation, Evaluation and Draft Foundation Report

4.2. Draft Log of Test Borings

4.3. Final Foundation Report

5. Thirty Percent (30%) Plans and Estimate

(Deliverables: 30% Roadway Plans, 30% Bridge Plans, 30% Estimate, and Draft and Final Bridge Design Hydraulic Report)

5.1. Roadway 30% Plans

5.2. Bridge 30% Plans

5.3. Estimate 30%

5.4. Bridge Hydraulic and Scour Analysis

6. Sixty Percent (60%) Plans Specifications and Estimate

(Deliverables: 60% Roadway Plans, 30% Bridge Plans, 60% Estimate, and 60% Unedited SSP's)

6.1. Roadway 30% Plans

6.2. Bridge 30% Plans

6.3. Estimate 60%

6.4. Specifications 60%

7. Right of Way Needs

(Deliverables: Temporary Construction Easement –(TCE) Limits in AutoCAD Format)

8. Ninety Percent (90%) Plans, Specifications and Estimate

(Deliverables: 90% Roadway Plans, 90% Bridge Plans, 90% Estimate, and 90% Special Provisions)

8.1. Roadway 90% Plans

8.2. Bridge 90% Plans

8.3. Estimate 90%

8.4. Specifications 90%

9. One Hundred Percent (100%) Plans, Specifications and Estimate

(Deliverables: 100% Roadway Plans, 100% Bridge Plans, 100% Estimate, 100% Special Provisions and Bid Book, and Cross Sections)

9.1. Roadway 100% Plans

9.2. Bridge 100% Plans

9.3. Estimate 100%

9.4. Specifications and Bid Book 100%

9.5. Cross Sections

10. Final Plans, Specifications and Estimate for Advertisements

(Deliverables: Final Plans, Specs and Estimate (hardcopy and PDF), Files in AutoCAD Civil3D Format, PS&E Checklist Certification, Contractor Working Day Schedule, and Resident Engineer's File)

10.1. Final Plans, Specifications and Estimate

10.2. PS&E Checklist and Certification

10.3. Contractor Working Day Schedule and Resident Engineer's File

11. Assistance During Bidding and Construction

(Deliverables: Responses to Bidder Inquires and Addenda, Bid Analysis, Responses to RFI's and Reviewed and approve shop drawings and submittals)

- 11.1. Bidding Support
- 11.2. Bid Analysis
- 11.3. Pre-Construction Conferences
- 11.4. Construction Support

12. Assistance During Post-Construction and Project Closeout

(Deliverables: As-builts Plans and Project Design Closeout Documents and required by Caltrans LAPM)

- 12.1. As-Built Plans
- 12.2. Project Closeout

13. Construction Engineering (CE) Support

(Deliverables: Inspection Reports)

- 13.1. Construction Special Inspections

- B. Consultant shall perform the services described in subsection A. above and described in County's written direction to proceed. Each direction to proceed issued pursuant to this agreement shall refer to this agreement and specifically state that the terms of this agreement are incorporated. Each direction to proceed will specify the date by which the services shall be provided. Consultant shall complete and provide the services described in the direction to proceed by the due date set by the County. Consultant shall execute and return the request for service prior to performing any service described in a direction to proceed. Execution by Consultant shall bind Consultant to performing the services described in the direction to proceed in accordance with the terms and conditions of the direction to proceed and this agreement.
- C. As required by Government Code section 7550, each document or report prepared by CONSULTANT for or under the direction of COUNTY pursuant to this AGREEMENT shall contain the numbers and dollar amount of the AGREEMENT and all subcontracts under the AGREEMENT relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the AGREEMENT or subcontracts, the disclosure section may also contain a statement indicating that the total AGREEMENT amount represents compensation for multiple documents or written reports. CONSULTANT shall label the bottom of the last page of the document or report as follows: department name, County Project number, and dollar amount. If more than one document or report is produced under this AGREEMENT, CONSULTANT shall add: "This [document or report] is one of [number] produced under this contract."

ARTICLE VII RESPONSIBILITIES OF COUNTY

- A. Pursuant to the terms and conditions of this AGREEMENT COUNTY shall provide information about the requirements for the project including the budget limitations and scheduling.
- B. Pursuant to the terms and conditions of this AGREEMENT COUNTY shall provide existing non-confidential maps, drawings, specifications, data, or any other non-confidential information in COUNTY's possession requested by the CONSULTANT in furtherance of performing the services provided for in this AGREEMENT.

- C. Pursuant to the terms and conditions of this AGREEMENT COUNTY shall be responsible for obtaining right to enter agreements with landowners as necessary to conduct on-site investigations.

ARTICLE VIII CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports to COUNTY's Contract Administrator on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report must be sufficiently detailed for COUNTY's Contract Administrator or Project Coordinator to determine, if CONSULTANT is performing to expectations or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with COUNTY's Contract Administrator or Project Coordinator, as directed by COUNTY's Contract Administrator, to discuss progress on the project(s).

ARTICLE IX PERFORMANCE PERIOD

- A. This AGREEMENT shall go into effect upon the date of signing by the Chairman of the Shasta County Board of Supervisors, and CONSULTANT shall commence work after notification to proceed by COUNTY's Contract Administrator. The AGREEMENT shall end on **December 31, 2028**, unless extended by AGREEMENT amendment.

Notwithstanding the foregoing, COUNTY shall not be obligated for providing its responsibilities hereunder for any future COUNTY fiscal year unless or until COUNTY's Board of Supervisors appropriates funds for the COUNTY's responsibilities in this agreement in the COUNTY's budget for that COUNTY fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last COUNTY fiscal year for which funds for the COUNTY's responsibilities in this agreement were appropriated. For the purposes of this agreement, the COUNTY fiscal year commences on July 1 and ends on June 30 of the following year. COUNTY shall notify CONSULTANT in writing of such non-appropriation at the earliest possible date.

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

ARTICLE X ALLOWABLE COSTS AND PAYMENTS

- A. Payment for Complete Project Design phase services will be based on actual cost plus a fixed fee. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal for Complete Project Design Phase, attached and incorporated herein as Attachment I, 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 (**ATTACHMENT I**). In the event, that COUNTY determines that a change to the work from that specified in Attachment I and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by COUNTY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total

cost as specified in Paragraph A.(3) of this Article shall not be exceeded unless authorized by AGREEMENT amendment.

- (1) 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.
 - (2) In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a **fixed fee of \$50,588.57** for Complete Project Design Phase services. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work, and such adjustment is made by the AGREEMENT amendment.
 - (3) Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
 - (4) Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, COUNTY shall have the right to delay payment or terminate this AGREEMENT.
 - (5) No payment will be made for any work performed prior to approval of this AGREEMENT.
 - (6) The total amount payable by COUNTY for **Complete Project Design Phase services, including the fixed fee, shall not exceed \$557,413.84.**
 - (7) For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
- B. For Construction Phase Consulting services, CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal for the Construction Phase, attached and incorporated herein as ([ATTACHMENT II](#)). The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by COUNTY's Contract Administrator of itemized invoices in duplicate.
- (1) In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs, other than salary costs, that are shown in Attachment II or identified in the executed Task Order.
 - (2) Specific Construction Phase Consulting services will be assigned to CONSULTANT through the issuance of Task Orders.
 - (3) After a project to be performed under this AGREEMENT is identified by COUNTY, COUNTY will prepare a draft Task Order, less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a COUNTY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on

the negotiable items and total cost; the finalized Task Order shall be signed by both COUNTY and CONSULTANT.

- (4) Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in Attachment II.

CONSULTANT shall be responsible for any future adjustments to prevailing wage rates, including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.

- (8) Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. CONSULTANT will be responsible for transportation and subsistence costs in excess of State rates.
- (9) When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- (10) Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- (11) CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by COUNTY and notification to proceed has been issued by COUNTY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.
- (12) A Task Order is of no force or effect until returned to COUNTY and signed by an authorized representative of COUNTY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by COUNTY.
- (13) The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.
- (14) The total amount payable by COUNTY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.
- (15) If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- (16) Task Orders may not be used to amend the language (or the terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.
- (17) The total amount payable by COUNTY for all Task Orders resulting in **Construction Support Services from this AGREEMENT shall not exceed \$ 17,093.56**. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

- C. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by COUNTY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this County Project number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to COUNTY's Contract Administrator at the address found in Article XLVIII Notifications.
- D. CONSULTANT shall be paid via electronic invoice payment; automated clearing house (ACH), COUNTY credit card, or Commerce Bank virtual card. ACH payments require submission of the completed Auditor-Controller ACH/Direct Deposit authorization form with first claim for payment.
- E. CONSULTANT's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.
- F. All subcontracts in excess of \$25,000 shall contain the above provisions.
- G. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates, are reimbursable.

ARTICLE XI TERMINATION

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

ARTICLE XII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. 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.
- B. 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.
- C. 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 the COUNTY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE XIII RETENTION OF RECORD/AUDITS

To determine compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and COUNTY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. COUNTY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE XIV AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post-audit of this AGREEMENT that is not disposed of by AGREEMENT shall be reviewed by COUNTY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by COUNTY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONSULTANT from complete and timely performance in accordance with the terms of this AGREEMENT.
- D. CONSULTANT certification of (ICR) and financial Management System, attached and incorporated herein as ([ATTACHMENT III](#)) 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 include audit or review recommendations, or to ensure that the federal, COUNTY, or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

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

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

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

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

ARTICLE XV SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise shall create any contractual relation between COUNTY and any Subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its Subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its Subconsultant(s) is independent of COUNTY's obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its organization. No portion of the work pertinent to this AGREEMENT shall be subcontracted without written authorization by COUNTY's Contract Administrator, except that which is expressly identified in the approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT shall contain all the provisions stipulated in this AGREEMENT to apply to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the COUNTY.
- E. Any substitution of Subconsultant(s) must be approved in writing by COUNTY's Contract Administrator before assigning work to a substitute Subconsultant.
- F. Prompt Progress Payment

In accordance with 2011 California Civil Code section 3321, Division 4, General Provisions, Article 1, the CONSULTANT or Subconsultant shall pay to any Subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the Subconsultants, to the extent of each Subconsultant's interest therein. If there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or Subconsultant to a Subconsultant, CONSULTANT or Subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the

licensee to a penalty, payable to the Subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

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

G. Prompt Payment of Withheld Funds to Subconsultants

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

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

ARTICLE XVI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before the CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by COUNTY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
 - 1. "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a

competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY.”

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

ARTICLE XVII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer:

(<https://dot.ca.gov/programs/construction/labor-compliance>).

These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at COUNTY construction sites, at COUNTY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve COUNTY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

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

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COUNTY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

- a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of COUNTY, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the COUNTY Contract Administrator by both email and regular mail on the business day following receipt of the request.
 3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by COUNTY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
 5. The CONSULTANT shall inform COUNTY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to COUNTY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by COUNTY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the COUNTY Contract Administrator approves the invoice.
- F. Penalty
1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and
 2. §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.

3. The amount of this forfeiture shall be determined by the Labor Commissioner. It 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.
4. 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.
5. Suppose the Subconsultant does not pay a worker employed by a Subconsultant on public works project the general prevailing per diem wages. In that case, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of the 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 subagreement 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 to the Subconsultant for work performed on the public works project.
 - d) Before making the 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.
6. 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.
7. If COUNTY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if COUNTY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by COUNTY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the COUNTY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day

and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

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

ARTICLE XVIII CONFLICT OF INTEREST

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

ARTICLE XIX REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATION

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

ARTICLE XX PROHIBITION OF EXPENDING COUNTY, STATE, OR FEDERAL FUNDS FOR LOBBYING

A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or COUNTY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XXI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its Subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity,

gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and Subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

- C. CONSULTANT and Subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by COUNTY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the COUNTY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice to such of its books, records, accounts, and all other sources of information and its facilities as said Department or COUNTY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its Subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, or disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- I. CONSULTANT, subrecipient, or Subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis race, color, sex, or national origin. In administering the COUNTY components of the DBE Program Plan, CONSULTANT, subrecipient, or Subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XXII DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT or any person associated in addition to that in the capacity of owner, partner, director, officer or manager:
- a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency.
 - b. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years.
 - c. Does not have a proposed debarment pending; and
 - d. 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 years.
- B. Any exceptions to this certification must be disclosed to COUNTY. Exceptions will not necessarily result in denial of recommendation for the award but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XXIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

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

The CONSULTANT shall meet the DBE goal shown elsewhere in this Agreement or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. An adequate GFE means that the proposer 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 the DBE goal is not met, the CONSULTANT needs to complete and submit the DBE GFE documentation as described in Local Assistance Procedures Manual (LAPM) Chapter 9, Section 9.8 within 5 (five) days of proposal opening.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is CONSULTANT's responsibility to verify at the date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes or work code applicable to the type of work

the firm will perform on the contract. Additionally, the CONSULTANT is responsible for documenting the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. If the DBE performs a commercially useful function under 49 CFR 26.55.

Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- One hundred percent counts if the materials or supplies are obtained from a DBE manufacturer.
- Sixty percent counts if the materials or supplies are purchased from a regular DBE dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor a regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

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

- B. The goal for DBE participation for this AGREEMENT is 2.00 %. Participation by DBE CONSULTANT or Subconsultants shall be in accordance with information contained in **Exhibit 10-02: Consultant Contract DBE Commitment** attached hereto ([ATTACHMENT IV](#)) 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.
- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.

If CONSULTANT has not met the DBE goal; complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract

Assurance Under 49 CFR 26.13(b):

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

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

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

E. Termination and Replacement of DBE Subconsultants

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

Termination of DBE Subconsultants

After a contract with a specified DBE goal has been executed, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the COUNTY:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The COUNTY stipulated that a bond is a condition of executing the subcontract, and the listed DBE fails to meet the COUNTY's bond requirements.
3. Work that requires a contractor's license, and the listed DBE does not have a valid license under Contractors License Law, or is not properly registered with the California Department of Industrial Relations as a public works contractor. A public works contractor is anyone who proposals on or enters into a contract to perform work that requires the payment of prevailing wages.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the AGREEMENT.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.

8. Listed DBE voluntarily withdraws with written notice from the AGREEMENT.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the AGREEMENT.
11. The COUNTY determines other documented good cause.

To terminate a DBE or to terminate a portion of a DBE's work, the CONSULTANT must use the following procedures:

1. Send a written notice to the DBE of CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the COUNTY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONSULTANT and the COUNTY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within 5 business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.
3. Submit CONSULTANT's DBE termination request by written letter to the COUNTY and include:
 - One or more above listed justifiable reasons along with supporting documentation.
 - CONSULTANT's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT's written notice
 - The DBE's response to CONSULTANT's written notice, if received. If a written response was not provided, provide a statement to that effect.

The COUNTY shall respond in writing to CONSULTANT's DBE termination request within 5 business days. If a listed DBE is terminated or substituted, the CONSULTANT must make good-faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

Replacement of DBE Subconsultants

After receiving the COUNTY's written authorization of DBE termination request, the CONSULTANT must obtain the COUNTY's written agreement for DBE replacement. The CONSULTANT must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the COUNTY which must include:

- a. Description of remaining uncommitted work items made available for replacement DBE solicitation and participation.
 - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - Quote for proposal item work and description of work to be performed
 - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - Revised Subcontracting Request form
 - Revised Exhibit 10-02 Consultant Contract DBE Commitment form
2. If CONSULTANT has not identified a DBE replacement firm, submit documentation of the CONSULTANT's GFEs to use DBE replacement firms within 7 days of COUNTY's authorization to terminate the DBE. The CONSULTANT may request the COUNTY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
- Search results of certified DBEs available to perform the original DBE work identified and/or other work the CONSULTANT had intended to self-perform, to the extent needed to meet the DBE commitment
 - Solicitations of DBEs for performance of work identified
 - Correspondence with interested DBEs that may have included contract details and requirements
 - Negotiation efforts with DBEs that reflect why an agreement was not reached
 - If a DBE's quote was rejected, provide CONSULTANT's reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
 - Copies of each DBE's and non-DBE's price quotes for work identified, as the COUNTY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
 - Additional documentation that supports the GFE

The COUNTY shall respond in writing to the CONSULTANT's DBE replacement request within five (5) business days. CONSULTANT must submit a revised Subcontracting Request form if the replacement plan is authorized by the COUNTY.

F. Commitment and Utilization

The COUNTY'S DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The proposer shall complete, and sign Exhibit 10-02 Consultant Contract DBE Commitment form included in the contract documents regardless of whether DBE participation is reported. The proposer shall provide written confirmation from each DBE that the DBE is participating in the Contract.

LAPM Exhibit 9-I: DBE Confirmation or equivalent form and DBE's quote must be submitted.

The written confirmation must be submitted **no later than 4pm on the 5th day after bid opening.** If

a DBE is participating as a joint venture partner, the proposer shall submit a copy of the joint venture agreement.

If the **DBE Commitment form, Exhibit 10-02, is not submitted with the proposal, it must be completed and submitted by all proposers to the Agency within five (5) days of proposal opening.** If the proposer does not submit the DBE Commitment form within the specified time, the Agency will find the proposer's proposal nonresponsive.

The CONSULTANT shall use each DBE subconsultant as listed on Exhibit 10-02 Consultant Contract DBE Commitment unless they receive written authorization for a termination or replacement from the Agency.

The COUNTY shall request CONSULTANT to:

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

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

If a DBE is decertified before completing its work, the DBE must notify the CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the COUNTY. On work completion, CONSULTANT shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, **Exhibit 17-O**, form and submit the form to the COUNTY within 30 days of AGREEMENT acceptance.

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

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

- G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement-by-agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for the execution of the work of the AGREEMENT and is carrying out its responsibilities by performing,

managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used in 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 performing, and other relevant factors.

- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. Suppose 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. In that case, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered with certified DBEs. The records shall show each DBE or vendor's name and business address and the total dollar amount paid to each DBE or vendor, regardless of tier. The records shall show the payment date and the dollar figure paid to all firms. DBE CONSULTANT shall also display the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE Subconsultant is decertified during the life of the AGREEMENT, the decertified Subconsultant shall notify the 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 certification date. Any changes should be reported to COUNTY's Contract Administrator within thirty (30) calendar days.
- L. Running Tally of Attainments

For projects that are awarded on or after September 1, 2023:

Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONSULTANT must now submit Exhibit 9-P to the COUNTY administering the contract. If the CONSULTANT does not make any payments to Subconsultants, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

M. Commercially Use Function-(CUF)

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work on the contract and is carrying out its responsibilities by performing, managing, and supervising the work involved. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected based on normal

industry practice for the type of work involved, it will be presumed that the DBE is not performing a CUF. Additionally, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable), and paying for the material itself.

The CONSULTANT must perform CUF evaluation for each DBE company working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work, and continue to monitor the performance of CUF for the duration of the project.

The CONSULTANT must provide written notification to the COUNTY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 (ten) days of a DBE initially performing work or supplying materials on the contract, the CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the **LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation**. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

The CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. The CONSULTANT must submit to the COUNTY these quarterly evaluations and validations by the 5th of the month for the previous three (3) months of work.

The CONSULTANT must notify the COUNTY immediately if the CONSULTANT believes the DBE may not be performing a CUF.

The COUNTY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional COUNTY evaluations. The COUNTY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The COUNTY will provide written notice to CONSULTANT and DBE at least two (2) business days prior to any evaluation. The CONSULTANT and DBE must participate in the evaluation. Upon completing the evaluation, the COUNTY must share the evaluation results with the CONSULTANT and DBE. An evaluation could include items that must be remedied upon receipt. If the COUNTY determines the DBE is not performing a CUF the CONSULTANT must suspend performance of the noncompliant work.

The CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of COUNTY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters

- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE. If the CONSULTANT and/or the COUNTY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, immediately suspend performance of the noncompliant portion of the work. The COUNTY may deny payment for the noncompliant portion of the work. The COUNTY will ask the CONSULTANT to submit a corrective action plan (CAP) to the COUNTY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. The COUNTY has five (5) days to review the CAP in conjunction with the prime CONSULTANT's review. The CONSULTANT must implement the CAP within five (5) days of the COUNTY's approval. The COUNTY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a CUF on the Contract, then the CONSULTANT may have good cause to request termination of the DBE.

M. Use of Joint Checks

A joint check may be used between the CONSULTANT or lower-tier Subconsultant and a DBE Subconsultant purchasing materials from a material supplier if the CONSULTANT obtains prior approval from the LPA for the proposed use of joint check upon submittal of the **LAPM 9-K: DLA Disadvantaged Business Enterprises (DBE) Joint Check Agreement Request** form.

To use a joint check, the following conditions must be met:

- All parties, including the CONSULTANT, must agree to the use of a joint check
- Entity issuing the joint check acts solely to guarantee payment
- DBE must release the check to the material supplier
- LPA must authorize the request before implementation
- Any party to the agreement must provide requested documentation within 10 days of the LPA's request for the documentation
- Agreement to use a joint check must be short-term, not to exceed 1 year, allowing sufficient time needed to establish or increase a credit line with the material supplier

A request for a joint check agreement may be initiated by any party. If a joint check is used, the DBE remains responsible for all elements of **49 CFR 26.55(c)(1)**. Failure to comply with the above requirements disqualifies DBE participation and results in **no credit** and **no payment** to the CONSULTANT for DBE participation.

A joint check may not be used between the CONSULTANT or Subconsultant and a DBE regular dealer, bulk material supplier, manufacturer, wholesaler, broker, trucker, packager, manufacturer's representative, or other persons who arrange or expedite transactions.

- N. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XXIV INSURANCE

Without limiting CONSULTANT's duties of defense and indemnification:

- A. CONSULTANT and any subcontractor shall carry Commercial General Liability Insurance, and other coverage necessary to protect County and the public, with limits of \$2 million per occurrence or claim. Such coverage shall:
1. Be equivalent to the current Insurance Services Office (ISO) form CG 00 01, assuring coverage for products and completed operations, property damage, bodily injury, and personal and advertising injury.
 2. Include an endorsement, or an amendment to the policy of insurance, naming Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insureds; the additional insureds coverage shall be equal to the current ISO forms CG 20 10 for on-going operations, and CG 20 37 for completed operations.
 3. Apply separately to this project and location(s); in the event of a general aggregate limit, the general aggregate limit shall be twice the required per occurrence limit.
 4. Contain, or be endorsed to contain, a "separation of insureds" clause which shall read, or have the same effect as the following:
"Separation of Insureds.
Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:
a. As if each Named Insured were the only Named Insured; and
b. Separately to each suit insured against whom a claim is made or suit is brought."
- B. CONSULTANT and any subcontractor shall carry Automobile Liability Insurance covering any auto, unless CONSULTANT has no owned autos then covering at minimum hired and non-owned autos, with limits of \$1 million per occurrence or claim. Such coverage shall:
1. Include, or be endorsed to contain, Additional Insured coverage in favor of Shasta County, its elected officials, officers, employees, agents, and volunteers.
 2. Include, or be endorsed to contain, coverage for hazardous waste transportation, when appropriate to the work being performed.
- C. CONSULTANT and any subcontractor shall carry statutorily required Workers' Compensation Insurance, and Employer's Liability Insurance with limits of \$1 million per occurrence or claim, to cover CONSULTANT, subcontractor, CONSULTANT's partner(s), subcontractor's partner(s), CONSULTANT's employees, and subcontractor's employees, covering the full liability for compensation for injury to those employed by CONSULTANT or subcontractor. CONSULTANT hereby certifies that CONSULTANT is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and CONSULTANT shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.

- D. CONSULTANT shall carry Professional Liability (Errors and Omissions) Insurance, applicable to the CONSULTANT's profession and the services/work being performed, with limits of not less than \$2 million per occurrence or claim, \$2 million aggregate.
- E. CONSULTANT shall require its subcontractors, if any, to carry and maintain coverage and evidence that equals or exceeds the coverage requirements imposed upon CONSULTANT by this agreement.
- F. With regard to all insurance coverage required by this agreement:
- (1) Any deductible or self-insured retention exceeding \$25,000 for CONSULTANT or subcontractor shall be disclosed to and be subject to approval by the Shasta County Risk Manager prior to the effective date of this agreement; policy shall provide, or be endorsed to provide, that any self-insured retention or deductible may be satisfied by either the named insured or County, and must also provide that defense costs satisfy the self-insured retention or deductible. Any and all deductibles and self-insured retentions shall be the sole responsibility of CONSULTANT or subcontractor who procured such coverage, and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due CONSULTANT to fund the self-insured retention or deductible.
 - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, CONSULTANT or subcontractor shall maintain such coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, CONSULTANT or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide coverage for claims received and reported three years after the expiration date of this agreement.
 - (3) In the event coverage is reduced or canceled, or otherwise materially changed, a notice of said reduction or cancellation or change shall be provided to County within 24 hours.
 - (4) CONSULTANT hereby grants to Shasta County, its elected officials, officers, employees, agents, and volunteers, a waiver of any right to subrogation or recovery which any insurer of said CONSULTANT may acquire against County by virtue of the payment of any loss under such coverage, and agrees to obtain any endorsement that may be necessary to affect this waiver; this provision applies regardless of whether or not County has received such a waiver or endorsement.
 - (5) Any available insurance proceeds in excess of the specified minimum limits and insurance coverage pursuant to the terms of this agreement shall be applicable to County.
 - (6) Before the effective date of this agreement, CONSULTANT shall provide County with certificates of insurance, and all amendatory endorsements or policy amendments, as evidence of meeting insurance coverage required of this agreement; for purposes of verification of CONSULTANT meeting insurance requirements of this agreement, County reserves the right to require any policies, declarations, endorsements, and other documentation.
 - (7) Coverage required herein shall be in effect at all times during the term of this agreement, and may be provided by programs of self-insurance when supported by adequate evidence meeting appropriate self-insurance and regulatory compliance. Insurance is to be placed with insurers authorized to transact business in California, with a current A.M. Best's rating of not less than A:VII, unless otherwise authorized by County.
 - (8) In the event any insurance coverage expires at any time during the term of this agreement, CONSULTANT shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement

or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

- (9) For any claims related to this agreement, CONSULTANT's coverage shall be primary and non-contributory. Any coverage maintained by Shasta County, its elected officials, officers, employees, agents, and volunteers, shall be excess of the CONSULTANT's coverage and shall not contribute with it.
- (10) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Shasta County, its elected officials, officers, employees, agents, or volunteers.

ARTICLE XXV FUNDING REQUIREMENTS

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

ARTICLE XXVI CHANGE IN TERMS

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

ARTICLE XXVII 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 total amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXVIII DISPUTES

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

1. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and COUNTY's Public Works Director, who may consider written or verbal information submitted by CONSULTANT.
2. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, the CONSULTANT may request a review by the COUNTY Governing Board of unresolved claims or disputes other than an audit. The request for review will be submitted in writing.
3. Neither the pendency of a dispute nor its consideration by the committee will excuse the CONSULTANT from a complete and timely performance per the terms of this AGREEMENT.

ARTICLE XXIX INSPECTION OF WORK

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

ARTICLE XXX SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by COUNTY Safety Officer and other COUNTY representatives. CONSULTANT personnel shall wear hard hats and safety vests while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, COUNTY has determined that such areas are within the project's limits and open to public traffic. CONSULTANT shall comply with all of the requirements outlined in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for the safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

ARTICLE XXXI OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of the County, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, County shall be entitled to, and CONSULTANT shall deliver to County, reports, investigations, appraisals, inventories, studies, analyses, drawings, and data estimates performed to that date, whether completed or not and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to County, which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by County.

- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services. Each considers the products and results of the services rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of COUNTY without restriction or limitation upon its use or dissemination by COUNTY.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by COUNTY for another project or project location shall be at COUNTY's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted, the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use the work for government purposes.

ARTICLE XXXII CLAIMS FILED BY COUNTY's CONSTRUCTION CONSULTANT

- A. If claims are filed by COUNTY's construction CONSULTANT 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 testimony, if necessary, at depositions and trial or arbitration proceedings.
- B. CONSULTANT's personnel that COUNTY considers essential to defend against construction CONSULTANT claims will be made available on reasonable notice from COUNTY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.
- C. CONSULTANT personnel services in connection with COUNTY's construction CONSULTANT claims will be performed pursuant to a written AGREEMENT amendment, if necessary, extending the termination date of this AGREEMENT to resolve the construction claims.

ARTICLE XXXIII CONFIDENTIALITY OF DATA

- 1. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations, which are designated confidential by COUNTY and made available to CONSULTANT to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- 2. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the AGREEMENT, shall not authorize CONSULTANT to disclose such information further or disseminate the same on any other occasion.
- 3. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or COUNTY's actions on the same, except to COUNTY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.

4. CONSULTANT shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by COUNTY and receipt of COUNTY's written permission.

ARTICLE XXXIV NATIONAL LABOR RELATIONS BOARD CERTIFICATION

Following 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 CONSULTANT failed to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXXV EVALUATION OF CONSULTANT

COUNTY will evaluate the CONSULTANT's performance. A copy of the evaluation will be sent to the CONSULTANT for comments. The evaluation and comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXVI PROMPT PAYMENT FROM THE COUNTY TO THE CONSULTANT

1. PROMPT PAYMENT FROM LOCAL AGENCY TO CONSULTANT

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

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

2. PROMPT PAYMENT CERTIFICATION:

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

The COUNTY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfall to the DBE commitment and prompt payment issues until the end of the project. The COUNTY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

ARTICLE XXXVII TITLE VI ASSURANCES

APPENDICES A - E of the TITLE VI ASSURANCES

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

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

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

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

APPENDIX A

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

- a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (from now on referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONSULTANT, regarding the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the agreement covers a program outlined in Appendix B of the Regulations.
- c. Solicitations for Subagreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive proposals, bidding or negotiation made by CONSULTANT for work to be performed under a Subagreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations or directives issued according to that and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall certify to the recipient or FHWA as appropriate and shall set forth what efforts CONSULTANT has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. Withholding of payments to CONSULTANT under the Agreement within a reasonable period, not to exceed 90 days: and/or
 - ii. Cancellation, termination, or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1)through (6) in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

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

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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

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

(HABENDUM CLAUSE)

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

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

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

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

- C. With respect to a deed, in the event of a breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will thereupon revert to and vest in and become the absolute property of the recipient and its assigns.*

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

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) prohibits discrimination based on race, color, and national origin; and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 et seq.) prohibits discrimination based on sex.

- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination based on disability); and 49 CR Part 27.
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), prohibits discrimination based on age).
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended,(prohibits discrimination based on race, creed, color, national origin, or sex).
- The Civil Rights Restoration Act of 1987 (PL 100-209), (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and CONSULTANTs, whether such programs or activities are Federally funded or not).
- Titles II and III of the Americans with Disabilities Act prohibit discrimination based on disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38.
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination based on race, color, national origin, and sex).
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100).
- AS AMENDED, Title IX of the Education Amendments of 1972 prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE XXXVIII CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

- A. CONSULTANT agrees to comply with all applicable standards, orders, or regulations issued according to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq, and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. The CONSULTANT agrees to report each violation to COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to the applicable federal funding agency and the appropriate Environmental Protection Agency Regional Office.
- C. The CONSULTANT agrees to include these same Clean Air Act and Federal Water Pollution Control Act requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal funding.

ARTICLE XXXIX COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

CONSULTANT's failure to comply with state and federal child, family, and spousal support reporting requirements regarding CONSULTANT's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to a child, family, and spousal support obligations shall constitute a default under this AGREEMENT. CONSULTANT's failure to cure such default within 90 days of notice by COUNTY shall be grounds for termination of this AGREEMENT.

ARTICLE XL PROPERTY TAXES

CONSULTANT represents and warrants that, on the date of execution of this AGREEMENT, (1) has paid all property taxes for which CONSULTANT is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. CONSULTANT shall make timely payment of all property taxes at all times during the term of this AGREEMENT.

ARTICLE XLI LICENSES AND PERMITS

CONSULTANT and CONSULTANT's officers, employees, and agents performing the work or services required by this AGREEMENT shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this AGREEMENT and constitutes grounds for the termination of this AGREEMENT by the COUNTY.

ARTICLE XLII AGREEMENT PREPARATION

It is agreed and understood by the parties that this AGREEMENT has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this AGREEMENT within the meaning of section 1654 of the Civil Code.

ARTICLE XLIII COMPLIANCE WITH THE POLITICAL REFORM ACT

CONSULTANT shall comply with the California Political Reform Act (Government Code sections 81000, et seq.), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of

CONSULTANT to disclose financial interests and to recuse from influencing any COUNTY decision which may affect CONSULTANT's financial interests. If required by the COUNTY'S Conflict of Interest Code, CONSULTANT shall comply with the ethics training requirements of Government Code sections 53234, et seq.

ARTICLE XLIV SEVERABILITY

If any portion of this AGREEMENT or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or COUNTY ordinance, the remaining provisions of this AGREEMENT, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this AGREEMENT are severable.

ARTICLE XLV COUNTY'S RIGHT OF SETOFF

To the fullest extent permitted by law, COUNTY shall have the right but not the obligation, to setoff, in whole or in part, against any compensation owed to CONSULTANT or any of its subsidiaries under any contract with the COUNTY, any amount of any Federal or State audit liability owed by or claimed or asserted against the COUNTY or any amounts owed to COUNTY by CONSULTANT or its subsidiaries.

ARTICLE XLVI USE OF COUNTY PROPERTY

CONSULTANT shall not use COUNTY premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of CONSULTANT's obligations under this AGREEMENT.

ARTICLE XLVII COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person intending to sign the electronic document according to the CUETA as amended from time to time. The CUETA authorizes using an electronic signature for transactions and contracts among Parties in California, including a government agency. A digital signature is an electronic identifier created by a computer intended by the party using it to have the same force and effect as a manual signature. It shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

ARTICLE XLVIII NOTIFICATION

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

CONSULTANT:

Dokken Engineering, Inc.
Rosa Griggs, Project Manager
110 Blue Ravine Road, Suite 200
Folsom, CA 95630-4713
Ph. (916) 858-0642; Fax (916) 858-0643
Email: rgriggs@dokkenengineering.com

COUNTY:

Shasta County Department of Public Works
Shane Winton, Contract Administrator
1855 Placer Street
Redding, CA 96001
Ph: (530) 225-5661; Fax: (530) 225-5667
E-mail: swinton@co.shasta.ca.us

Any oral notice authorized by this AGREEMENT shall be given to the persons specified in Article XLV and shall be deemed to be effective immediately.

Unless otherwise stated in this AGREEMENT, any written or oral notices on behalf of the COUNTY as provided for in this AGREEMENT may be executed and/or exercised by the County Executive Officer.

ARTICLE XLIX CONTRACT

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

SIGNATURE PAGE FOLLOWS

ARTICLE L SIGNATURES

IN WITNESS WHEREOF, COUNTY and CONSULTANT have executed this AGREEMENT on the dates set forth below. By their signatures below, each signatory represents that they have the authority to execute this AGREEMENT and to bind the Party on whose behalf their execution is made.

COUNTY OF SHASTA

Date: _____

KEVIN W. CRYE, CHAIRBoard of Supervisors
County of Shasta
State of California

ATTEST:

DAVID J. RICKERT
Clerk of the Board of SupervisorsBy: _____
Deputy

Approved as to form:

GRETCHEN M. STUHR
Interim County Counsel**RISK MANAGEMENT APPROVAL**By: DocuSigned by:
Alan Cox 12/11/2023 | 8:56 AM PST
Ala...9CBA0F4332224BB...
Senior Deputy County CounselBy: DocuSigned by:
James Johnson 2/08/2023 | 8:24 AM PST
Jam...0DBC25FD751A456...
Risk Management Analyst III**CONSULTANT***DOKKEN ENGINEERING, INC.*By: DocuSigned by:
John A. Klemunes, Jr.
1AC8840911C34F4...
Print Name: John A. Klemunes, Jr.Title: PresidentDate: 12/07/2023 | 1:00 PM PSTTax I.D.#: 68-0099664By: DocuSigned by:
Cathy Chan
1F7B797BEE3F49F...
Print Name: Cathy ChanTitle: SecretaryDate: 12/07/2023 | 10:33 PM PST

ATTACHMENT I – COST PROPOSALS 10-H1

Cost Proposals for Complete Design Phase

- Dokken Engineering, Inc
- Burne Engineering Services, Inc.
- Yeh and Associates, Inc

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-Ups are Not Allowed

☒ Prime Consultant☐ Subconsultant☐ 2nd Tier SubconsultantConsultant: DOKKEN ENGINEERINGProject No. BRLS-5906(015)Contract No. 705929Date August 4, 2023Project Name FERN ROAD EAST (4M01) AT GLENDENNING CREEK BRIDGE REPLACEMENT (6C-178)**DIRECT LABOR**

Classification/Title	Name	Range	Hours	Actual Hr Rate*	Total
Principal in Charge	STAFF	\$100.00 - \$150.00	0	\$ 120.00	\$ -
QA/QC Manager	STAFF	\$95.00 - \$125.00	51	\$ 100.00	\$ 5,100.00
Project Manager	Rosa Griggs, PE*	\$70.00 - \$100.00	148	\$ 82.00	\$ 12,136.00
Roadway Project Engineer	Brian Stephenson, PE*	\$70.00 - \$100.00	204	\$ 78.00	\$ 15,912.00
Bridge Project Engineer	Gabby Morales, PE*	\$48.00 - \$58.00	188	\$ 52.00	\$ 9,776.00
Hydraulics Lead	Ashley Orsaba-Finders, PE*	\$70.00 - \$100.00	6	\$ 72.00	\$ 432.00
Environmental Lead	Scott Salembier*	\$47.00 - \$77.00	38	\$ 47.00	\$ 1,786.00
Senior Engineer 2	STAFF	\$70.00 - \$100.00	12	\$ 84.00	\$ 1,008.00
Senior Engineer 1	STAFF	\$60.00 - \$90.00	184	\$ 73.00	\$ 13,432.00
Associate Engineer 2	STAFF	\$55.00 - \$75.00	528	\$ 64.00	\$ 33,792.00
Associate Engineer 1	STAFF	\$48.00 - \$68.00	312	\$ 52.00	\$ 16,224.00
Assistant Engineer 2	STAFF	\$40.00 - \$55.00	952	\$ 46.00	\$ 43,792.00
Assistant Engineer 1	STAFF	\$34.00 - \$44.00	56	\$ 39.00	\$ 2,184.00
Senior CAD	STAFF	\$60.00 - \$90.00	8	\$ 70.00	\$ 560.00
CAD/Detailer	STAFF	\$35.00 - \$65.00	160	\$ 48.00	\$ 7,680.00
Engineering Technician	STAFF	\$20.00 - \$40.00	0	\$ 33.00	\$ -
Environmental Manager	STAFF	\$75.00 - \$115.00	14	\$ 80.00	\$ 1,120.00
Senior Environmental Planner	STAFF	\$47.00 - \$77.00	6	\$ 56.00	\$ 336.00
Associate Environmental Planner	STAFF	\$37.00 - \$57.00	125	\$ 39.00	\$ 4,875.00
Environmental Planner	STAFF	\$31.00 - \$41.00	145	\$ 33.00	\$ 4,785.00
Right of Way Manager	STAFF	\$55.00 - \$85.00	0	\$ 68.00	\$ -
Senior Right of Way Agent	STAFF	\$45.00 - \$75.00	0	\$ 54.00	\$ -
Right of Way Agent	STAFF	\$25.00 - \$55.00	0	\$ 32.00	\$ -
			3,137		

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 174,930.00

b) Anticipated Salary Increases

\$0.00

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** **\$ 174,930.00****INDIRECT COSTS**d) Fringe Benefits (Rate: 92.63%)

c) Total Fringe Benefits [(c) x (d)] \$ 162,037.66

f) Overhead (Rate: 0.00%)

g) Overhead [(c) x (f)] \$ -

h) General and Administrative (Rate: 72.37%)

i) Gen & Admin [(c) x (h)] \$ 126,596.84

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** **\$ 288,634.50****FIXED FEE**k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 10%** **\$ 46,356.45****l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
i) TOTAL OTHER DIRECT COSTS \$ -				

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

• BURNE ENGINEERING SERVICES, INC.

\$ 15,129.58

• YEH AND ASSOCIATES, INC.

\$ 32,363.31

m) **TOTAL SUBCONSULTANTS' COSTS** **\$ 47,492.89**n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** **\$ 47,492.89****TOTAL COST [(c) + (j) + (k) + (n)]** **\$ 557,413.84**

*Employees will be billed at their actual pay rates within the ranges specified above. When actual rates change, employees will be billed at their updated rate.

SAMPLE COST PROPOSAL

Sample Only - Required Cost Proposal Template To Be Determined By Agency

NOTES:

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

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration Year 1 Avg Hourly Rate
\$174,930.00	3,137 =	\$55.76	

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

	Avg Hourly Rate		Proposed Escalation		
Year 1	\$55.76	+	5.0%	=	\$58.55
Year 2	\$58.55	+	5.0%	=	\$61.48
Year 3	\$61.48	+	5.0%	=	\$64.55
Year 4	\$64.55	+	5.0%	=	\$67.78
					Year 2 Avg Hourly Rate
					Year 3 Avg Hourly Rate
					Year 4 Avg Hourly Rate
					Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.0%	*	3,137	=	3137	Estimated Hours Year 1
Year 2	0.0%	*	3,137	=	0	Estimated Hours Year 2
Year 3	0.0%	*	3,137	=	0	Estimated Hours Year 3
Year 4	0.0%	*	3,137	=	0	Estimated Hours Year 4
Year 5	0.0%	*	3,137	=	0	Estimated Hours Year 5
Total	100.000%		Total	=	3,137	

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

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated Above)		Cost Per Year	
Year 1	\$55.76	*	3137	=	\$174,930.00	Estimated Hours Year 1
Year 2	\$58.55	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$61.48	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$64.55	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$67.78	*	0	=	\$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	\$174,930.00	
			Direct Labor Subtotal before Escalation	=	\$174,930.00	
			Estimated total of Direct Labor Salary Increase	=	\$0.00	Transfer to Page 1

NOTES:

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

Certification of Direct Costs:

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

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name**:	<u>John A. Klemunes, Jr.</u>	Title**:	<u>President</u>
Signature:		Date of Certification (mm/dd/yyyy):	<u>8/2/2023</u>
Email**:	<u>jklemunes@dokkenengineering.com</u>	Phone Number:	<u>916-858-0642</u>
Address:	<u>110 Blue Ravine Road, Suite 200, Folsom, CA 95630-4713</u>		

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

List services the consultant is providing under the proposed contract:

Professional Engineering Services

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-Ups are Not Allowed

☐ Prime Consultant☒ Subconsultant☐ 2nd Tier Subconsultant

Consultant:

BURNE ENGINEERING SERVICES, INC.

Project No.

BRLS-5906(015)

Contract No. 705929

Date _____

July 21, 2023

Project Name

FERN ROAD EAST (4M01) AT GLENDENNING CREEK BRIDGE REPLACEMENT (6C-178)

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual Hr Rate	Total
Sr Bridge Engineer	Molly Iley		50	\$ 68.00	\$ 3,400.00
Assistant Engineer	Staff		88	\$ 25.00	\$ 2,200.00
Sr Drafting Technician	Richard Uhlmann		0	\$ 65.00	\$ -
			138		

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 5,600.00

b) Anticipated Salary Increases

\$0.00

c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$	<u>5,600.00</u>
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INDIRECT COSTS

d) Fringe Benefits (Rate: 34.64%)

c) Total Fringe Benefits [(c) x (d)]	\$ 1,939.84
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f) Overhead (Rate:	<u>110.97%</u>)
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g) Overhead [(c) x (f)]	\$ 6,214.32
-------------------------	-------------

h) General and Administrative (Rate:	0.00%)
--------------------------------------	---------

i) Gen & Admin [(c) x (h)]	\$ -
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j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$	8,154.16
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FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee	10%]	\$	1,375.42
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1) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
	i)	TOTAL OTHER DIRECT COSTS		\$ -

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

m) TOTAL SUBCONSULTANTS' COSTS	\$	-
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n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]	\$	-
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TOTAL COST [(c) + (j) + (k) + (n)]	\$	15,129.58
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NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.

2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.

3. Anticipated salary increases calculation (page 2) must accompany

**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)****1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor	Total Hours per	Avg	5 Year
<u>Subtotal</u> per Cost	Cost Proposal	Hourly	Contract
Proposal		Rate	Duration
\$5,600.00	138 =	\$40.58	Year 1 Avg
			Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation		
Year 1	\$40.58	+	3.0%	=	\$41.80
Year 2	\$41.80	+	3.0%	=	\$43.05
Year 3	\$43.05	+	3.0%	=	\$44.34
Year 4	\$44.34	+	3.0%	=	\$45.67
					Year 2 Avg Hourly Rate
					Year 3 Avg Hourly Rate
					Year 4 Avg Hourly Rate
					Year 5 Avg Hourly Rate

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

	Estimated % Completed		Total Hours per Cost		Total Hours per	
	Each Year		Proposal		Year	
Year 1	100.0%	*	138	=	138	Estimated Hours Year 1
Year 2	0.0%	*	138	=	0	Estimated Hours Year 2
Year 3	0.0%	*	138	=	0	Estimated Hours Year 3
Year 4	0.0%	*	138	=	0	Estimated Hours Year 4
Year 5	0.0%	*	138	=	0	Estimated Hours Year 5
Total	100.0%		Total	=	138	

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

	Avg Hourly Rate		Estimated hours		Cost Per	
	(Calculated above)		(Calculated Above)		Year	
Year 1	\$40.58	*	138	=	\$5,600.00	Estimated Hours Year 1
Year 2	\$41.80	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$43.05	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$44.34	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$45.67	*	0	=	\$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	\$5,600.00	
			Direct Labor Subtotal before Escalation	=	\$5,600.00	
			Estimated total of Direct Labor Salary Increase	=	\$0.00	Transfer to Page 1

NOTES:

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


Certification of Direct Costs:

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

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name**:	<u>Lori Burne</u>	Title**:	<u>President</u>
Signature:	<u></u>	Date of Certification (mm/dd/yyyy):	<u>7/21/2023</u>
Email**:	<u>lori@burneengineering.com</u>	Phone Number:	<u>530.672.1600</u>
Address:	<u>5137 Golden Foothill Pkwy, Ste 100, El Dorado Hills, CA 95762</u>		

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

List services the consultant is providing under the proposed contract:

Structural Engineering Services

**Yeh and Associates, Inc.**
Geotechnical • Geological • Construction Services**COST PROPOSAL**

TYPE: Cost + fixed fee

☐ Prime Consultant☒ Subconsultant☐ 2nd Tier Subconsultant

Consultant: Yeh and Associates, Inc.

Fed Project No. BRLS-5906(105)

Contract No. 705929

Date: July 25, 2023

Project Name: Fern Road East at Glendenning Creek Bridge Replacement

DIRECT LABOR:

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Jon Blanchard	22	\$ 76.00	\$ 1,672
Sr. Project Specialist	Mike Finegan	22	\$ 72.00	\$ 1,584
Sr. Project Manager	Gresh Eckrich	24	\$ 68.00	\$ 1,632
Project Manager-Associate	Undesignated	0	\$ 58.25	\$ -
Sr. Project Geologist	Wade Hoon	0	\$ 54.00	\$ -
Sr. Project Geologist	Nick Simon	0	\$ 49.00	\$ -
Project Engineer	Jamie Cravens	116	\$ 46.00	\$ 5,336
Project Geologist	Undesignated	0	\$ 40.00	\$ -
Sr. Staff Engineer	Undesignated	0	\$ 38.00	\$ -
Staff Engineer-Geologist	Undesignated	0	\$ 36.25	\$ -
Engineer Intern	Undesignated	0	\$ 22.00	\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 10,224.00
b) Anticipated Salary Increases (see calculation on next page)	\$ -
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 10,224

INDIRECT COSTS

d) Fringe Benefits (Rate: 0 %)) Total Fringe Benefits [(c) x (d)]	\$ -
f) Overhead (Rate: 179.47 %)	g) Overhead [(c) x (f)]	\$ 18,349.01
h) Cost of capital (Rate: 0.000 %)	i) Gen & Admin [(c) x (h)]	\$ -
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$	18,349

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10 % \$ 2,857

OTHER DIRECT COSTS (ODC)☐ Additional page attached

Description	Unit(s)	Unit Cost	Total
Meals and incidentals, first-last day	2	\$ 44.25	\$ 88.50
Meals and incidentals	1	\$ 59.00	\$ 59.00
Lodging, reimbursable	2	\$ 98.00	\$ 196.00
Vehicle, per mile	900	\$ 0.655	\$ 589.50
Subcontractor Drilling		\$ -	\$ -
Subcontractor - Brush Clearing		\$ -	\$ -
Outside laboratory testing		\$ -	\$ -
Drum Disposal, each		\$ -	\$ -
Well Permit, each		\$ -	\$ -
BMP Materials, reimbursable		\$ -	\$ -

l) TOTAL OTHER DIRECT COSTS: \$ 933.00

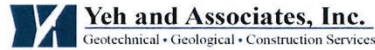
SUBCONSULTANT COSTS☐ Additional page attached

Subconsultant 1:	--	\$ -
Subconsultant 2:	--	\$ -
Subconsultant 3:	--	\$ -

m) TOTAL SUBCONSULTANT COSTS: \$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 933

TOTAL COST [(c) + (j) + (k) + (n)] \$ 32,363



ANNUAL ESCALATION WORKSHEET

Type: Cost + fixed fee

Consultant: Yeh and Associates, Inc.

Contract No. Contract No. 7

Date: 7/25/2023

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	4 Year Contract Duration
\$ 10,224.00	184	= \$ 55.57	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate	Proposed Escalation		
Year 1	\$ 55.57	+ 0.0%	= \$ 55.57	Year 2 Avg Hourly Rate
Year 2	\$ 55.57	+ 5.0%	= \$ 58.34	Year 3 Avg Hourly Rate
Year 3	\$ 58.34	+ 5.0%	= \$ 61.26	Year 4 Avg Hourly Rate
Year 4	\$ 61.26	+ 5.0%	= \$ 64.32	

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

	Estimated % Completed Each Year	Total Hours per Cost Proposal	Total Hours per Year	
Year 1	80%	+ 184	= 147	Estimated Hours Year 1
Year 2	20%	+ 184	= 37	Estimated Hours Year 2
Year 3	0%	+ 184	= 0	Estimated Hours Year 3
Year 4	0%	+ 184	= 0	Estimated Hours Year 4
Total	100%	Total	= 184	

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

	Avg Hourly Rate (calculated above)	Estimated Hours (calculated above)	Cost per Year	
Year 1	\$ 55.57	* 147	= \$ 8,179.20	Estimated Hours Year 1
Year 2	\$ 55.57	* 37	= \$ 2,044.80	Estimated Hours Year 2
Year 3	\$ 58.34	* 0	= \$ -	Estimated Hours Year 3
Year 4	\$ 61.26	* 0	= \$ -	Estimated Hours Year 4
Total	Total Direct Labor Cost with Escalations		= \$ 10,224.00	
	Direct Lab Subtotal before Escalation		= \$ 10,224.00	
	Estimated total Direct Labor Salary Increase		= \$ -	Transfer to page 1

NOTES:

1. Rate Escalation occurs on contract anniversary date
2. End of Yeh fiscal year is December 31. Salary increases become effective January 1.
3. Construction support would likely be provided as task order amendment at hourly rates with applied escalation.

**Cost + fixed fee****Consultant:** Yeh and Associates, Inc.**Contract No.** 705929**Date:** July 25, 2023

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

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:Name: Jonathan D. BlanchardTitle*: Vice PresidentSignature: Data of Certification (mm/dd/yyyy) 7/25/2023Email: jblanchard@yeh-eng.comPhone Number: (805) 481-9590Address: Yeh and Associates, Inc., 391 Front Street, Suite D, Grover Beach, CA 93433

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

List services the consultant is providing under the proposed contract:

1. Geotechnical consulting

ATTACHMENT II – COST PROPOSALS 10-H2

Cost Proposals for Construction Support

- Dokken Engineering, Inc
- Burne Engineering Services, Inc.
- Yeh and Associates, Inc

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-Ups are Not Allowed

Consultant Dokken Engineering ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant
 Project No. Fern Road East (4M01) at Glendenning Creek Br. Contract No. TBD Participation Amount \$ Date 4-Aug-23

For Combined Rate	Fringe Benefit % + General & Administrative %	=	165.00%	Combined ICR%
For Home Office Rate	Fringe Benefit % + General & Administrative %	=		Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=		Field Office ICR%
		Fee	=	10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly		Actual or Average Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
STAFF	\$291.50 - \$437.25	N/A	N/A	1/1/2023	12/31/2023	\$125.00		\$100.00 - \$150.00
Principal in Charge	\$306.08 - \$459.11	N/A	N/A	1/1/2024	12/31/2024	\$131.25	5.00%	\$105.00 - \$157.50
Exempt	\$321.38 - \$482.07	N/A	N/A	1/1/2025	12/31/2025	\$137.81	5.00%	\$110.25 - \$165.38
	\$337.45 - \$506.17	N/A	N/A	1/1/2026	12/31/2026	\$144.70	5.00%	\$115.76 - \$173.64
	\$354.32 - \$531.48	N/A	N/A	1/1/2027	12/31/2027	\$151.94	5.00%	\$121.55 - \$182.33
STAFF	\$276.93 - \$364.38	N/A	N/A	1/1/2023	12/31/2023	\$110.00		\$95.00 - \$125.00
QA/QC Manager	\$290.77 - \$382.59	N/A	N/A	1/1/2024	12/31/2024	\$115.50	5.00%	\$99.75 - \$131.25
Exempt	\$305.31 - \$401.72	N/A	N/A	1/1/2025	12/31/2025	\$121.28	5.00%	\$104.74 - \$137.81
	\$320.58 - \$421.81	N/A	N/A	1/1/2026	12/31/2026	\$127.34	5.00%	\$109.97 - \$144.70
	\$336.60 - \$442.90	N/A	N/A	1/1/2027	12/31/2027	\$133.71	5.00%	\$115.47 - \$151.94
STAFF	\$204.05 - \$291.50	N/A	N/A	1/1/2023	12/31/2023	\$85.00		\$70.00 - \$100.00
Senior Engineer 2	\$214.25 - \$306.08	N/A	N/A	1/1/2024	12/31/2024	\$89.25	5.00%	\$73.50 - \$105.00
Exempt	\$224.97 - \$321.38	N/A	N/A	1/1/2025	12/31/2025	\$93.71	5.00%	\$77.18 - \$110.25
	\$236.21 - \$337.45	N/A	N/A	1/1/2026	12/31/2026	\$98.40	5.00%	\$81.03 - \$115.76
	\$248.02 - \$354.32	N/A	N/A	1/1/2027	12/31/2027	\$103.32	5.00%	\$85.09 - \$121.55
STAFF	\$174.90 - \$262.35	N/A	N/A	1/1/2023	12/31/2023	\$75.00		\$60.00 - \$90.00
Senior Engineer 1	\$183.65 - \$275.47	N/A	N/A	1/1/2024	12/31/2024	\$78.75	5.00%	\$63.00 - \$94.50
Exempt	\$192.83 - \$289.24	N/A	N/A	1/1/2025	12/31/2025	\$82.69	5.00%	\$66.15 - \$99.23
	\$202.47 - \$303.70	N/A	N/A	1/1/2026	12/31/2026	\$86.82	5.00%	\$69.46 - \$104.19
	\$212.59 - \$318.89	N/A	N/A	1/1/2027	12/31/2027	\$91.16	5.00%	\$72.93 - \$109.40
STAFF	\$160.33 - \$218.63	N/A	N/A	1/1/2023	12/31/2023	\$65.00		\$55.00 - \$75.00
Associate Engineer 2	\$168.34 - \$229.56	N/A	N/A	1/1/2024	12/31/2024	\$68.25	5.00%	\$57.75 - \$78.75
Exempt	\$176.76 - \$241.03	N/A	N/A	1/1/2025	12/31/2025	\$71.66	5.00%	\$60.64 - \$82.69
	\$185.60 - \$253.09	N/A	N/A	1/1/2026	12/31/2026	\$75.25	5.00%	\$63.67 - \$86.82
	\$194.88 - \$265.74	N/A	N/A	1/1/2027	12/31/2027	\$79.01	5.00%	\$66.85 - \$91.16

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-Ups are Not Allowed

Consultant Dokken Engineering ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant
 Project No. Fern Road East (4M01) at Glendenning Creek Br. Contract No. TBD Participation Amount \$ Date 4-Aug-23

For Combined Rate	Fringe Benefit % + General & Administrative %	=	165.00%	Combined ICR%
For Home Office Rate	Fringe Benefit % + General & Administrative %	=		Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=		Field Office ICR%
		Fee	=	10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly		Actual or Average Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
STAFF Associate Engineer 1 Exempt	\$139.92 - \$198.22	N/A	N/A	1/1/2023	12/31/2023	\$58.00		\$48.00 - \$68.00
	\$146.92 - \$208.13	N/A	N/A	1/1/2024	12/31/2024	\$60.90	5.00%	\$50.40 - \$71.40
	\$154.26 - \$218.54	N/A	N/A	1/1/2025	12/31/2025	\$63.95	5.00%	\$52.92 - \$74.97
	\$161.97 - \$229.46	N/A	N/A	1/1/2026	12/31/2026	\$67.14	5.00%	\$55.57 - \$78.72
	\$170.07 - \$240.94	N/A	N/A	1/1/2027	12/31/2027	\$70.50	5.00%	\$58.34 - \$82.65
STAFF Assistant Engineer 2 Exempt	\$116.60 - \$160.33	N/A	N/A	1/1/2023	12/31/2023	\$47.50		\$40.00 - \$55.00
	\$122.43 - \$168.34	N/A	N/A	1/1/2024	12/31/2024	\$49.88	5.00%	\$42.00 - \$57.75
	\$128.55 - \$176.76	N/A	N/A	1/1/2025	12/31/2025	\$52.37	5.00%	\$44.10 - \$60.64
	\$134.98 - \$185.60	N/A	N/A	1/1/2026	12/31/2026	\$54.99	5.00%	\$46.31 - \$63.67
	\$141.73 - \$194.88	N/A	N/A	1/1/2027	12/31/2027	\$57.74	5.00%	\$48.62 - \$66.85
STAFF Assistant Engineer 1 Exempt	\$99.11 - \$128.26	N/A	N/A	1/1/2023	12/31/2023	\$39.00		\$34.00 - \$44.00
	\$104.07 - \$134.67	N/A	N/A	1/1/2024	12/31/2024	\$40.95	5.00%	\$35.70 - \$46.20
	\$109.27 - \$141.41	N/A	N/A	1/1/2025	12/31/2025	\$43.00	5.00%	\$37.49 - \$48.51
	\$114.73 - \$148.48	N/A	N/A	1/1/2026	12/31/2026	\$45.15	5.00%	\$39.36 - \$50.94
	\$120.47 - \$155.90	N/A	N/A	1/1/2027	12/31/2027	\$47.40	5.00%	\$41.33 - \$53.48
STAFF Senior CAD Exempt	\$174.90 - \$262.35	N/A	N/A	1/1/2023	12/31/2023	\$75.00		\$60.00 - \$90.00
	\$183.65 - \$275.47	N/A	N/A	1/1/2024	12/31/2024	\$78.75	5.00%	\$63.00 - \$94.50
	\$192.83 - \$289.24	N/A	N/A	1/1/2025	12/31/2025	\$82.69	5.00%	\$66.15 - \$99.23
	\$202.47 - \$303.70	N/A	N/A	1/1/2026	12/31/2026	\$86.82	5.00%	\$69.46 - \$104.19
	\$212.59 - \$318.89	N/A	N/A	1/1/2027	12/31/2027	\$91.16	5.00%	\$72.93 - \$109.40
STAFF CAD/Detailer Non-Exempt	\$102.03 - \$189.48	\$153.04 - \$284.21	\$204.05 - \$378.95	1/1/2023	12/31/2023	\$50.00		\$35.00 - \$65.00
	\$107.13 - \$198.95	\$160.69 - \$298.42	\$214.25 - \$397.90	1/1/2024	12/31/2024	\$52.50	5.00%	\$36.75 - \$68.25
	\$112.48 - \$208.90	\$168.72 - \$313.34	\$224.97 - \$417.79	1/1/2025	12/31/2025	\$55.13	5.00%	\$38.59 - \$71.66
	\$118.11 - \$219.34	\$177.16 - \$329.01	\$236.21 - \$438.68	1/1/2026	12/31/2026	\$57.88	5.00%	\$40.52 - \$75.25
	\$124.01 - \$230.31	\$186.02 - \$345.46	\$248.02 - \$460.62	1/1/2027	12/31/2027	\$60.78	5.00%	\$42.54 - \$79.01

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-Ups are Not Allowed

Consultant Dokken Engineering☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier SubconsultantProject No. Fern Road East (4M01) at Glendenning Creek Br. Contract No. TBDParticipation Amount \$ _____ Date 4-Aug-23

For Combined Rate	Fringe Benefit % + General & Administrative %	=	165.00%	Combined ICR%
For Home Office Rate	Fringe Benefit % + General & Administrative %	=		Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=		Field Office ICR%
		Fee	=	10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly		Actual or Average Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
STAFF	\$58.30 - \$116.60	\$87.45 - \$174.90	\$116.60 - \$233.20	1/1/2023	12/31/2023	\$30.00		\$20.00 - \$40.00
Engineering Technician	\$61.22 - \$122.43	\$91.82 - \$183.65	\$122.43 - \$244.86	1/1/2024	12/31/2024	\$31.50	5.00%	\$21.00 - \$42.00
Non-Exempt	\$64.28 - \$128.55	\$96.41 - \$192.83	\$128.55 - \$257.10	1/1/2025	12/31/2025	\$33.08	5.00%	\$22.05 - \$44.10
	\$67.49 - \$134.98	\$101.23 - \$202.47	\$134.98 - \$269.96	1/1/2026	12/31/2026	\$34.73	5.00%	\$23.15 - \$46.31
	\$70.86 - \$141.73	\$106.30 - \$212.59	\$141.73 - \$283.46	1/1/2027	12/31/2027	\$36.47	5.00%	\$24.31 - \$48.62
STAFF	\$218.63 - \$335.23	N/A	N/A	1/1/2023	12/31/2023	\$95.00		\$75.00 - \$115.00
Environmental Manager	\$229.56 - \$351.99	N/A	N/A	1/1/2024	12/31/2024	\$99.75	5.00%	\$78.75 - \$120.75
Exempt	\$241.03 - \$369.59	N/A	N/A	1/1/2025	12/31/2025	\$104.74	5.00%	\$82.69 - \$126.79
	\$253.09 - \$388.06	N/A	N/A	1/1/2026	12/31/2026	\$109.97	5.00%	\$86.82 - \$133.13
	\$265.74 - \$407.47	N/A	N/A	1/1/2027	12/31/2027	\$115.47	5.00%	\$91.16 - \$139.78
STAFF	\$137.01 - \$224.46	N/A	N/A	1/1/2023	12/31/2023	\$62.00		\$47.00 - \$77.00
Senior Environmental Planner	\$143.86 - \$235.68	N/A	N/A	1/1/2024	12/31/2024	\$65.10	5.00%	\$49.35 - \$80.85
Exempt	\$151.05 - \$247.46	N/A	N/A	1/1/2025	12/31/2025	\$68.36	5.00%	\$51.82 - \$84.89
	\$158.60 - \$259.83	N/A	N/A	1/1/2026	12/31/2026	\$71.77	5.00%	\$54.41 - \$89.14
	\$166.53 - \$272.83	N/A	N/A	1/1/2027	12/31/2027	\$75.36	5.00%	\$57.13 - \$93.59
STAFF	\$107.86 - \$166.16	N/A	N/A	1/1/2023	12/31/2023	\$47.00		\$37.00 - \$57.00
Associate Environmental Planner	\$113.25 - \$174.46	N/A	N/A	1/1/2024	12/31/2024	\$49.35	5.00%	\$38.85 - \$59.85
Exempt	\$118.91 - \$183.19	N/A	N/A	1/1/2025	12/31/2025	\$51.82	5.00%	\$40.79 - \$62.84
	\$124.86 - \$192.35	N/A	N/A	1/1/2026	12/31/2026	\$54.41	5.00%	\$42.83 - \$65.98
	\$131.10 - \$201.96	N/A	N/A	1/1/2027	12/31/2027	\$57.13	5.00%	\$44.97 - \$69.28
STAFF	\$90.37 - \$119.52	N/A	N/A	1/1/2023	12/31/2023	\$36.00		\$31.00 - \$41.00
Environmental Planner	\$94.88 - \$125.49	N/A	N/A	1/1/2024	12/31/2024	\$37.80	5.00%	\$32.55 - \$43.05
Exempt	\$99.63 - \$131.77	N/A	N/A	1/1/2025	12/31/2025	\$39.69	5.00%	\$34.18 - \$45.20
	\$104.61 - \$138.35	N/A	N/A	1/1/2026	12/31/2026	\$41.67	5.00%	\$35.89 - \$47.46
	\$109.84 - \$145.27	N/A	N/A	1/1/2027	12/31/2027	\$43.76	5.00%	\$37.68 - \$49.84

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-Ups are Not Allowed

Consultant Dokken Engineering☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier SubconsultantProject No. Fern Road East (4M01) at Glendenning Creek Br. Contract No. TBDParticipation Amount \$ 0 Date 4-Aug-23

SCHEDULE OF OTHER DIRECT COST ITEMS				
Description of Item	Quantity	Unit	Unit Cost	Total
Outside Reproduction		Each	\$ -	Actual Cost
Permit Fees		Each	\$ -	Actual Cost
Public Notice Advertisements		Each	\$ -	Actual Cost
Record Search Fees		Each	\$ -	Actual Cost
Mapping Fees		Each	\$ -	Actual Cost
Title Reports		Each	\$ -	Actual Cost
Room and Equipment Rentals		Each	\$ -	Actual Cost
Traffic Control		Each	\$ -	Actual Cost
Utility Potholing		Each	\$ -	Actual Cost
Appraisals/Appraisal Reviews		Each	\$ -	Actual Cost
Mileage Costs		Miles	\$ -	IRS Rate
Lodging		Each	\$ -	US GSA Rates for 95969
Meals and Incidentals		Each	\$ -	US GSA Rates for 95969
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	

NOTES:

- List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
- Proposed ODC items should be consistently billed regardless of client and contract type.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
- Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
- If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
- If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
- The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
- Add additional pages if necessary.
- Subconsultants must provide their own cost proposals.

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)**Certification of Direct Costs:**

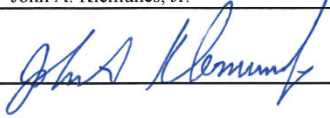
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

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

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

Prime Consultant or Subconsultant Certifying:

Name: John A. Klemunes, Jr. Title *: President

Signature:  Date of Certification (mm/dd/yyyy): 8/2/2023

Email: jklemunes@dokkenengineering.com Phone Number: 916-858-0642

Address: 110 Blue Ravine Road, Suite 200, Folsom, CA 95630

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

List services the consultant is providing under the proposed contract

Professional Engineering, Environmental, and Right of Way Service:

SPECIFIC RATE OF COMPENSATION
(ON CALL ENGINEERING CONTRACTS OR AS-NEEDED CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant Burne Engineering Services, Inc ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier SubconsultantProject No. _____ Contract No. _____ Participation Amount \$ _____ Date: 7/21/2023Fringe Benefit % 34.640% Overhead % 110.970% General Administration % _____
(= 0% if Included in OH) (= 0% if Included in OH) Combined Indirect Cost Rate (ICR) % 145.610%FEE % = 10.00%**BILLING INFORMATION****CALCULATION INFORMATION**

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Lori Burne Principal/ Structural Engineer	\$199.93	N/A	N/A	1/1/2023	12/31/2023	\$74.00	1.50%	
	\$202.93	N/A	N/A	1/1/2024	12/31/2024	\$75.11	1.50%	
	\$205.97	N/A	N/A	1/1/2025	12/31/2025	\$76.24	1.50%	
Molly Iley Sr Bridge Engineer	\$183.72	N/A	N/A	1/1/2023	12/31/2023	\$68.00	1.50%	
	\$186.47	N/A	N/A	1/1/2024	12/31/2024	\$69.02	1.50%	
	\$189.27	N/A	N/A	1/1/2025	12/31/2025	\$70.06	1.50%	
Associate Engineer	\$108.07	N/A	N/A	1/1/2023	12/31/2023	\$40.00	1.50%	
	\$109.69	N/A	N/A	1/1/2024	12/31/2024	\$40.60	1.50%	
	\$111.33	N/A	N/A	1/1/2025	12/31/2025	\$41.21	1.50%	
Assistant Engineer	\$67.54	N/A	N/A	1/1/2023	12/31/2023	\$25.00	1.50%	
	\$68.56	N/A	N/A	1/1/2024	12/31/2024	\$25.38	1.50%	
	\$69.58	N/A	N/A	1/1/2025	12/31/2025	\$25.76	1.50%	
Sr Drafting Technician	\$175.61	\$263.42	\$351.22	1/1/2023	12/31/2023	\$65.00	1.50%	
	\$178.25	\$267.37	\$356.49	1/1/2024	12/31/2024	\$65.98	1.50%	
	\$180.92	\$271.38	\$361.84	1/1/2025	12/31/2025	\$66.96	1.50%	
Drafting Technician	\$84.43	\$126.64	\$168.86	1/1/2023	12/31/2023	\$31.25	1.50%	
	\$85.69	\$128.54	\$171.39	1/1/2024	12/31/2024	\$31.72	1.50%	
	\$86.98	\$130.47	\$173.96	1/1/2025	12/31/2025	\$32.19	1.50%	

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended
3. Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

SPECIFIC RATE OF COMPENSATION
(ON CALL ENGINEERING CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant Burne Engineering Services, Inc ☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount \$ _____ Date: _____

Fringe Benefit % 34.640% Overhead % 110.970% General Administration % 0.000%
(= 0% if Included in OH) (= 0% if Included in OH) Combined Indirect Cost Rate (ICR) % 145.610%FEE % = 10.00%**BILLING INFORMATION****CALCULATION INFORMATION**

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Drafting Technician	\$67.54	\$101.31	\$135.09	1/1/2023	12/31/2023	\$25.00	1.50%	
	\$68.56	\$102.83	\$137.11	1/1/2024	12/31/2024	\$25.38	1.50%	
	\$69.58	\$104.38	\$139.17	1/1/2025	12/31/2025	\$25.76	1.50%	
Adminstrative	\$94.56	N/A	N/A	1/1/2023	12/31/2023	\$35.00	1.50%	
	\$95.98	N/A	N/A	1/1/2024	12/31/2024	\$35.53	1.50%	
	\$97.42	N/A	N/A	1/1/2025	12/31/2025	\$36.06	1.50%	
	\$0.00	N/A	N/A	1/1/2023	12/31/2023		1.50%	
	\$0.00	N/A	N/A	1/1/2024	12/31/2024	\$0.00	1.50%	
	\$0.00	N/A	N/A	1/1/2025	12/31/2025	\$0.00	1.50%	
	\$0.00	\$0.00	\$0.00	1/1/2023	12/31/2023		1.50%	
	\$0.00	\$0.00	\$0.00	1/1/2024	12/31/2024	\$0.00	1.50%	
	\$0.00	\$0.00	\$0.00	1/1/2025	12/31/2025	\$0.00	1.50%	
	\$0.00	\$0.00	\$0.00	1/1/2023	12/31/2023		1.50%	
	\$0.00	\$0.00	\$0.00	1/1/2024	12/31/2024	\$0.00	1.50%	
	\$0.00	\$0.00	\$0.00	1/1/2025	12/31/2025	\$0.00	1.50%	

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended
3. Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

**SPECIFIC RATE OF COMPENSATION
(ON CALL ENGINEERING CONTRACTS)**

Note: Mark-ups are Not Allowed

Consultant or Subconsultant Burne Engineering Services, Inc ☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount \$ _____ Date: _____

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				
Equipment Rental and Supplies				
Permit Fees				
Plan Sheets				
Test				
Vehicle				
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

Note: Add additional pages if necessary.

NOTES:

- List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
- Proposed ODC items should be consistently billed regardless of client and contract type.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
- Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
- If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
- If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
- The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
- Add additional pages if necessary.
- Subconsultants must provide their own cost proposals.

Local Assistance Procedures Manual

Exhibit 10-H2

Certification of Direct Costs:

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

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

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

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

Prime Consultant or Subconsultant CertifyingName: Lori BurneTitle *: PresidentSignature: Date of Certification: 07/21/2023Email: lori@burneengineering.comPhone number: 530-672-1600Address: 5137 Golden Foothill Pkwy, Ste 100, El Dorado Hills, CA 95762

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

List services the consultant is providing under the proposed contract:

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10-H2 COST PROPOSAL
Specific Rate of Compensation

Consultant: Yeh and Associates, Inc. ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant
Fed. Project No. BRLS-5906(105) **Contract No.** 705929 Participation Amount \$: _____ Date: 7/13/2023
Project Name: Fern Road East at Glendenning Creek Bridge Replacement Project

	FRINGE BENEFIT %	+	OVERHEAD %	+	GENERAL ADMINISTRATION %	=	COMBINED%
NORMAL	0.00%	+	179.47%	+	0.000%	=	179.47%
OVERTIME	0.00%	+	179.47%	+	0.000%	=	179.47%
			FEE %	10.000%			

BILLING INFORMATION

Name/Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Actual hourly rate	% or \$ increase
	Straight	OT(1.5x)	OT(2x)	From	To		
Jonathan Blanchard * Principal Geotechnical Engineer	\$ 233.64	\$ 233.64	\$ 233.64	1/1/2023	12/31/2023	\$ 76.00	
	\$ 245.32	\$ 245.32	\$ 245.32	1/1/2024	12/31/2024	\$ 79.80	5.00%
	\$ 257.58	\$ 257.58	\$ 257.58	1/1/2025	12/31/2025	\$ 83.79	5.00%
	\$ 270.47	\$ 270.47	\$ 270.47	1/1/2026	12/31/2026	\$ 87.98	5.00%
	\$ 283.99	\$ 283.99	\$ 283.99	1/1/2027	12/31/2027	\$ 92.38	5.00%
	\$ 298.19	\$ 298.19	\$ 298.19	1/1/2028	12/30/2028	\$ 97.00	5.00%
Mike Finegan* Sr. Project Specialist	\$ 221.34	\$ 221.34	\$ 221.34	1/1/2023	12/31/2023	\$ 72.00	
	\$ 232.41	\$ 232.41	\$ 232.41	1/1/2024	12/30/2024	\$ 75.60	5.00%
	\$ 244.03	\$ 244.03	\$ 244.03	1/1/2025	12/31/2025	\$ 79.38	5.00%
	\$ 256.23	\$ 256.23	\$ 256.23	1/1/2026	12/31/2026	\$ 83.35	5.00%
	\$ 269.05	\$ 269.05	\$ 269.05	1/1/2027	12/31/2027	\$ 87.52	5.00%
	\$ 282.52	\$ 282.52	\$ 282.52	1/1/2028	12/30/2028	\$ 91.90	5.00%
Gresh Eckrich Senior Project Manager/Sr. Geologist	\$ 209.04	\$ 209.04	\$ 209.04	1/1/2023	12/31/2023	\$ 68.00	
	\$ 219.50	\$ 219.50	\$ 219.50	1/1/2024	12/30/2024	\$ 71.40	5.00%
	\$ 230.47	\$ 230.47	\$ 230.47	1/1/2025	12/31/2025	\$ 74.97	5.00%
	\$ 242.00	\$ 242.00	\$ 242.00	1/1/2026	12/31/2026	\$ 78.72	5.00%
	\$ 254.11	\$ 254.11	\$ 254.11	1/1/2027	12/31/2027	\$ 82.66	5.00%
	\$ 266.81	\$ 266.81	\$ 266.81	1/1/2028	12/30/2028	\$ 86.79	5.00%

CALCULATION INFORMATION

10-H2 COST PROPOSAL
Specific Rate of Compensation

	FRINGE BENEFIT %	+	OVERHEAD %	+	GENERAL ADMINISTRATION %	=	COMBINED%
NORMAL	0.00%	+	179.47%	+	0.000%	=	179.47%
OVERTIME	0.00%	+	179.47%	+	0.000%	=	179.47%
			FEE %	10.000%			

BILLING INFORMATION**CALCULATION INFORMATION**

Name/Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Actual hourly rate	% or \$ increase
	Straight	OT(1.5x)	OT(2x)	From	To		
Undesignated Project Manager/Associate Engineer or Geologist	\$ 179.07	\$ 179.07	\$ 179.07	1/1/2023	12/31/2023	\$ 58.25	
	\$ 188.02	\$ 188.02	\$ 188.02	1/1/2024	12/30/2024	\$ 61.16	5.00%
	\$ 197.42	\$ 197.42	\$ 197.42	1/1/2025	12/31/2025	\$ 64.22	5.00%
	\$ 207.29	\$ 207.29	\$ 207.29	1/1/2026	12/31/2026	\$ 67.43	5.00%
	\$ 217.65	\$ 217.65	\$ 217.65	1/1/2027	12/31/2027	\$ 70.80	5.00%
	\$ 228.53	\$ 228.53	\$ 228.53	1/1/2028	12/30/2028	\$ 74.34	5.00%
Wade Hoon Senior Project Geologist	\$ 166.01	\$ 166.01	\$ 166.01	1/1/2023	12/31/2023	\$ 54.00	
	\$ 174.31	\$ 174.31	\$ 174.31	1/1/2024	12/30/2024	\$ 56.70	5.00%
	\$ 183.04	\$ 183.04	\$ 183.04	1/1/2025	12/31/2025	\$ 59.54	5.00%
	\$ 192.20	\$ 192.20	\$ 192.20	1/1/2026	12/31/2026	\$ 62.52	5.00%
	\$ 201.82	\$ 201.82	\$ 201.82	1/1/2027	12/31/2027	\$ 65.65	5.00%
	\$ 211.90	\$ 211.90	\$ 211.90	1/1/2028	12/30/2028	\$ 68.93	5.00%
Nick Simon Senior Project Geologist	\$ 150.63	\$ 150.63	\$ 150.63	1/1/2023	12/31/2023	\$ 49.00	
	\$ 158.17	\$ 158.17	\$ 158.17	1/1/2024	12/30/2024	\$ 51.45	5.00%
	\$ 166.07	\$ 166.07	\$ 166.07	1/1/2025	12/31/2025	\$ 54.02	5.00%
	\$ 174.37	\$ 174.37	\$ 174.37	1/1/2026	12/31/2026	\$ 56.72	5.00%
	\$ 183.10	\$ 183.10	\$ 183.10	1/1/2027	12/31/2027	\$ 59.56	5.00%
	\$ 192.26	\$ 192.26	\$ 192.26	1/1/2028	12/30/2028	\$ 62.54	5.00%
Undesignated Project Geologist	\$ 122.97	\$ 122.97	\$ 122.97	1/1/2023	12/31/2023	\$ 40.00	
	\$ 129.12	\$ 129.12	\$ 129.12	1/1/2024	12/30/2024	\$ 42.00	5.00%
	\$ 135.57	\$ 135.57	\$ 135.57	1/1/2025	12/31/2025	\$ 44.10	5.00%
	\$ 142.36	\$ 142.36	\$ 142.36	1/1/2026	12/31/2026	\$ 46.31	5.00%
	\$ 149.50	\$ 149.50	\$ 149.50	1/1/2027	12/31/2027	\$ 48.63	5.00%
	\$ 156.97	\$ 156.97	\$ 156.97	1/1/2028	12/30/2028	\$ 51.06	5.00%
Jamie Cravens* Project Engineer	\$ 141.41	\$ 141.41	\$ 141.41	1/1/2023	12/31/2023	\$ 46.00	
	\$ 148.48	\$ 148.48	\$ 148.48	1/1/2024	12/30/2024	\$ 48.30	5.00%
	\$ 155.92	\$ 155.92	\$ 155.92	1/1/2025	12/31/2025	\$ 50.72	5.00%
	\$ 163.73	\$ 163.73	\$ 163.73	1/1/2026	12/31/2026	\$ 53.26	5.00%
	\$ 171.91	\$ 171.91	\$ 171.91	1/1/2027	12/31/2027	\$ 55.92	5.00%
	\$ 180.52	\$ 180.52	\$ 180.52	1/1/2028	12/30/2028	\$ 58.72	5.00%
Undesignated Sr. Staff Engineer or Geologist	\$ 116.82	\$ 116.82	\$ 116.82	1/1/2023	12/31/2023	\$ 38.00	
	\$ 122.66	\$ 122.66	\$ 122.66	1/1/2024	12/30/2024	\$ 39.90	5.00%
	\$ 128.81	\$ 128.81	\$ 128.81	1/1/2025	12/31/2025	\$ 41.90	5.00%
	\$ 135.26	\$ 135.26	\$ 135.26	1/1/2026	12/31/2026	\$ 44.00	5.00%
	\$ 142.03	\$ 142.03	\$ 142.03	1/1/2027	12/31/2027	\$ 46.20	5.00%
	\$ 149.13	\$ 149.13	\$ 149.13	1/1/2028	12/30/2028	\$ 48.51	5.00%

10-H2 COST PROPOSAL

Specific Rate of Compensation

	FRINGE BENEFIT %	+	OVERHEAD %	+	GENERAL ADMINISTRATION %	=	COMBINED%
NORMAL	0.00%	+	179.47%	+	0.000%	=	179.47%
OVERTIME	0.00%	+	179.47%	+	0.000%	=	179.47%

BILLING INFORMATION

Name/Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Actual hourly rate	% or \$ increase
	Straight	OT(1.5x)	OT(2x)	From	To		
Undesignated Staff Engineer or Geologist	\$ 111.44	\$ 111.44	\$ 111.44	1/1/2023	12/31/2023	\$ 36.25	
	\$ 117.00	\$ 117.00	\$ 117.00	1/1/2024	12/30/2024	\$ 38.06	5.00%
	\$ 122.84	\$ 122.84	\$ 122.84	1/1/2025	12/31/2025	\$ 39.96	5.00%
	\$ 128.99	\$ 128.99	\$ 128.99	1/1/2026	12/31/2026	\$ 41.96	5.00%
	\$ 135.45	\$ 135.45	\$ 135.45	1/1/2027	12/31/2027	\$ 44.06	5.00%
Undesignated Engineering Intern	\$ 142.21	\$ 142.21	\$ 142.21	1/1/2028	12/30/2028	\$ 46.26	5.00%
	\$ 67.63	\$ 101.45	\$ 135.26	1/1/2023	12/31/2023	\$ 22.00	
	\$ 71.01	\$ 106.52	\$ 142.03	1/1/2024	12/30/2024	\$ 23.10	5.00%
	\$ 74.58	\$ 111.87	\$ 149.16	1/1/2025	12/31/2025	\$ 24.26	5.00%
	\$ 78.30	\$ 78.30	\$ 78.30	1/1/2026	12/31/2026	\$ 25.47	5.00%
	\$ 82.20	\$ 82.20	\$ 82.20	1/1/2027	12/31/2027	\$ 26.74	5.00%
	\$ 86.32	\$ 86.32	\$ 86.32	1/1/2028	12/30/2028	\$ 28.08	5.00%

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. Actual raw salary rate are as of July 13, 2023
3. Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultants annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For classifications without named employees actual hourly rate is the Average Hourly Rate for that classification.

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage costs*		per mile	\$ 0.655	\$ -
Equipment rental, permits, fees and materials		actual cost	\$ -	\$ -
Lodging*		actual cost	\$ 98.00	\$ -
Expenses and outside costs for laboratory tests, drilling, and related		actual cost	\$ -	\$ -
Meals and incidentals*		per day	\$ 59.00	\$ -
Meals and incidentals, first and last day of travel*		per day	\$ 44.25	\$ -
Field Vehicle		per day	\$ 100.00	\$ -
Hand Auger Kit		per day	\$ 125.00	\$ -
Slope inclinometer readout		per day	\$ 150.00	\$ -
				\$ -
BMP Materials, Reimbursable		Each	\$ -	\$ -
Subconsultant 1:				\$ -
Subconsultant 2:				\$ -
Subconsultant 3:				\$ -
Notes:				\$ -

1. Item with an asterisks (*) are adjusted for current year per U.S. General Services Administration rate and federal IRS mileage rate

**Cost + fixed fee****Consultant:** Yeh and Associates, Inc.**Contract No.** 705929**Date:** July 25, 2023

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

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:Name: Jonathan D. BlanchardTitle*: Vice PresidentSignature: Data of Certification (mm/dd/yyyy) 7/25/2023Email: jblanchard@yeh-eng.comPhone Number: (805) 481-9590Address: Yeh and Associates, Inc., 391 Front Street, Suite D, Grover Beach, CA 93433

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

List services the consultant is providing under the proposed contract:

1. Geotechnical consulting

ATTACHMENT III – CERTIFICATION OF (ICR) AND FINANCIAL MANAGEMENT SYSTEM**Inspector General**

California Department of Transportation

Certification of Indirect Costs and Financial Management System

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required)

Consultant's Full Legal Name: Dokken Engineering

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate (ICR):Combined Rate: 165.00 Or

Home Office Rate: _____ and Field Office Rate (if applicable): _____

Facilities Capital Cost of Money (if applicable): 0.10**Fiscal Period:** 01/01/2022 - 12/31/2022

* Fiscal period is annual one year applicable accounting period that the ICR was developed (not the contract period). The ICR is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an ICR(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the ICR(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31).
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31.
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on the Financial Document Review Request form.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23, United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\)](#); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirements.

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

- Total participation amount 75,000,000.00 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1
- Years of consultant's experience with 48 CFR Part 31 is 37 years
- Identify the type of audits listed below that the consultant has had performed (if applicable):

Cognizant ICR Audit ☒Local Govt ICR Audit ☒Caltrans ICR Audit ☒CPA ICR Audit ☒Federal Govt ICR Audit ☐

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the ICR Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name:** John A. Klemunes, Jr.

Title:** President

Signature:

Date:

07/19/2023

Phone:** (916) 858-0642

Email:** jklemunes@dokkenengineering.com

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

Note: Both prime and subconsultants as parties of a contract must complete their own forms. Caltrans will not process local agency's invoices until a complete form is accepted and approved by the Independent Office of Audits and Investigations.

ATTACHMENT IV – EXHIBIT 10 –02 CONSULTANT CONTRACT DBE COMMITMENT**Local Assistance Procedures Manual****Exhibit 10-02
Consultant Contract DBE Commitment****EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT**

1. Local Agency: County of Shasta 2. Contract DBE Goal: 2%
 3. Project Description: Engineering Services for the Bridge Design of Fern Road East at Glendenning Creek Bridge Replacement Project
Whitmore, California 7.5-minute U.S. Geological Survey (USGS) quadrangle in Township 32N, Range 1E, Section 8 and
 4. Project Location: 17 (National American Datum 83)
 5. Consultant's Name: Dokken Engineering 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: \$548,400.66
 8. Total Dollar Amount for ALL Subconsultants: 47,492.89 9. Total Number of ALL Subconsultants: 2

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Bridge Quantities	39259	Burne Engineering Services, Inc. Ms. Lori Burne 5137 Golden Foothill Pkwy Ste 100 El Dorado Hills, CA 95762 530-672-1600 pranvera@burneengineering.com	\$15,129.58
Local Agency to Complete this Section			\$15,129.58
20. Local Agency Contract Number: <u>705926</u>	14. TOTAL CLAIMED DBE PARTICIPATION		2.7%
21. Federal-Aid Project Number: <u>BRLS-5906(105)</u>			
22. Contract Execution Date: _____	<p>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.</p> <p><u>John A. Klemunes Jr.</u> August 14, 2023</p>		
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.	<p>15. Preparer's Signature <u>John A. Klemunes Jr.</u> 16. Date <u>916-858-0642</u></p> <p>17. Preparer's Name <u>President</u> 18. Phone _____</p> <p>19. Preparer's Title _____</p>		
23. Local Agency Representative's Signature _____	24. Date _____		
25. Local Agency Representative's Name _____	26. Phone _____		
27. Local Agency Representative's Title _____			

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.