

TULARE COUNTY AGREEMENT NO. _____

**COUNTY OF TULARE
PROFESSIONAL ENGINEERING CONSULTING SERVICES
FOR THE M109 OVER WHITE RIVER BRIDGE PROJECT**

THIS AGREEMENT ("Agreement") is entered into as of _____, between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **Dokken Engineering, Inc.**, A California Corporation ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A. COUNTY has requested proposals for professional environmental consulting services for a bridge replacement project on **M109 over White River**. These consultant services are to include project management, environmental engineering, specifications, and other compliance tasks as described per the attached **Exhibit A** ("Scope of Work"), to the satisfaction of the COUNTY, State, Federal Highway Administration (FHWA) and other jurisdictional agencies. CONTRACTOR shall document the results of the work to the satisfaction of the COUNTY, the State and FHWA. This may include preparation of progress and final reports or similar evidence of attainment of the agreement objectives.
- B. CONTRACTOR'S response indicates that it possesses the professional qualifications, relevant experience and demonstrated competence to provide such services. If there is any conflict between the CONTRACTOR'S approved Cost Proposal (attached as **Exhibit B**) and this Agreement, this Agreement shall take the precedence.

THE PARTIES AGREE AS FOLLOWS:

- 1. **TERM:** This Agreement becomes effective as of _____ and expires at 11:59 PM on **December 31, 2026** unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. **SERVICES:** CONTRACTOR will provide professional engineering services, more particularly described in **Exhibit A**. All work performed and billed to the COUNTY by the CONTRACTOR shall be grant eligible in accordance with the Caltrans Local Assistance Procedures Manual (LAPM), unless otherwise directed by the COUNTY, in writing.
- 3. **PAYMENT FOR SERVICES:** See attached **Exhibit B** ("CONTRACTOR'S Cost Proposal").
 - A. The COUNTY shall reimburse the CONTRACTOR for hours worked at the hourly rates specified in **Exhibit B**. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Agreement.
 - B. In addition, the CONTRACTOR will be reimbursed for incurred direct costs other than salary costs that are identified in **Exhibit A** and **Exhibit B**.
 - C. No additional compensation will be paid to the CONTRACTOR, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of the work or the scope of the project, adjustment to the fee will be negotiated between the CONTRACTOR and COUNTY. Adjustment in the fee will not be effective until authorized by a written amendment to this Agreement approved by the COUNTY.

TULARE COUNTY AGREEMENT NO. _____

- D. The CONTRACTOR shall not commence performance of work or services until this Agreement has been approved by COUNTY, and a notification to proceed has been issued. No payment will be made for any work performed prior to COUNTY approval of this Agreement.
- E. The CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by COUNTY'S Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONTRACTOR is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this Agreement number and project title. Final invoice must contain the final cost and all credits due COUNTY that include any equipment purchased under the provisions of Article 26 Equipment Purchase of this Agreement. The final invoice should be submitted within 60 calendar days after completion of CONTRACTOR'S work. Invoices shall be mailed to COUNTY'S Contract Administrator at the following address:

Jason K. Vivian, PE
Resource Management Agency - Public Works – Design Division
County of Tulare
5961 S. Mooney Blvd.
Visalia, CA 93277

- F. The total amount payable by the COUNTY for services identified in Exhibit A and Exhibit B shall not exceed sum of TWO HUNDRED NINETEEN THOUSAND NINE HUNDRED TWENTY-NINE DOLLARS AND TEN CENTS (\$219,929.10) for primary services and ONE HUNDRED FORTY-SEVEN THOUSAND FOUR HUNDRED NINETY-FIVE DOLLARS AND FORTY-NINE CENTS (\$147,495.49) for optional services.

The CONTRACTOR shall not commence performance of work or services until this Agreement has been approved by COUNTY, and a notification to proceed has been issued. The CONTRACTOR shall not commence performance of optional services until a notification to proceed has been issued. No payment will be made prior to approval or for any optional services performed prior to the issuance of a notice to proceed.

4. INSURANCE: Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors, evidence of the required insurance as set forth in the attached **Exhibit C**.

5. GENERAL AGREEMENT TERMS AND CONDITIONS: COUNTY'S "General Agreement Terms and Conditions" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>

TULARE COUNTY AGREEMENT NO. _____

6. ADDITIONAL EXHIBITS: CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement.

<input checked="" type="checkbox"/>	Exhibit C	Professional Services Contracts – Insurance Requirements
<input checked="" type="checkbox"/>	Exhibit D	Additional terms and conditions for federally-funded contracts. This Exhibit can be viewed at http://tularecountycounsel.org/default/index.cfm/public-information/
<input checked="" type="checkbox"/>	Exhibit E	Mandatory fiscal and federal provisions required by Caltrans for federally funded projects
<input checked="" type="checkbox"/>	Exhibit F	Consultant Proposal DBE Commitment (Caltrans Exhibit 10-O1)
<input checked="" type="checkbox"/>	Exhibit G	Consultant Contract DBE Commitment (Caltrans Exhibit 10-O2)
<input checked="" type="checkbox"/>	Exhibit H	Exhibit 10-I Notice to Proposers DBE Information

7. NOTICES: (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage pre-paid and addressed as follows:

COUNTY:

Tulare County Resource Management Agency
 Attention: Jason K. Vivian, Contract Administrator
 5961 South Mooney Boulevard
 Visalia, CA 93277

Phone No.: (559) 624-7000
 Fax No.: (559) 730-2653

With a Copy to:

COUNTY ADMINISTRATIVE OFFICER
 2800 W. Burrel Ave.
 Visalia, CA 93291
 Phone No.: 559-636-5005
 Fax No.: 559- 733-6318

CONTRACTOR:

Dokken Engineering, Inc.
 Attn: Sarah Holm
 110 Blue Ravine Road, Suite 200
 Folsom, CA 95630

Phone No.: 916-858-0642
 Fax No.: 916-858-0643
 sarahholm@dokkenengineering.com

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

TULARE COUNTY AGREEMENT NO. _____

8. AUTHORITY: CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

9. ORDER OF PRECEDENCE: Notwithstanding anything to the contrary in this Agreement, including the COUNTY'S "General Agreement Terms and Conditions" incorporated by reference, and the attached Exhibits, because the services to be provided under this Agreement are at least partially federally-funded, the provisions of the attached **Exhibit E** shall prevail over any inconsistent provisions herein.

10. COUNTERPARTS: The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

TULARE COUNTY AGREEMENT NO. _____

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Dokken Engineering, Inc.

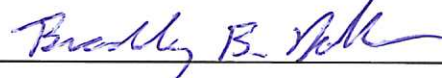
Date: 5/11/2020

By 

Print Name Richard T. Liptak

Title CEO

Date: 11 May 2020

By 

Print Name Bradley B. Dokken

Title CFO

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date: _____

By _____
Chair, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

Date: _____

By _____
Deputy Clerk

Approved as to Form
County Counsel

Date: 5-14-20

By 
Deputy

Matter # 20191773

Exhibit A
Scope of Work



Scope of Work

The below scope follows what was provided in the RFP and has been updated following a scoping/negotiation meeting with Tulare County.

Task 1. Project Management

Task 1.1 Meetings and Coordination

Dokken will manage project tasks including work needed to:

- Lead, direct and monitor the Consultant team
- Prepare for, attend, and document team meetings and action items
- Prepare, coordinate, and maintain a critical path method schedule
- Prepare monthly progress reports
- Miscellaneous coordination and support
- Prepare monthly invoices and specific work completed
- Attend quarterly in-person meetings and monthly phone/Skype calls

Task 1.2 Quality Control

Dokken's senior staff will closely review all documents prepared for the project to ensure that quality, error-free, products are being submitted to the County and Caltrans. This extra level of review is helpful for the project's schedule because it minimizes the length and the number of reviews that Caltrans will conduct for each study.

Task 2. Project Kick-off, Field Review and Background Investigation

Dokken shall prepare for and attend a kick-off meeting at the project site, which will include attendance by the project manager, biologist, and cultural specialist.

Dokken shall prepare for and attend a field review with the County and Caltrans in the initial stages of the project.

Task 2.1 Public Engagement

Dokken will provide the County with assistance for public outreach and public engagement. The scope of this task includes public flyers, mailings, and County website updates as needed. This effort can be conducted early during the project development phase and/or throughout the project.

Deliverable: Publications for Public Engagement

Task 2.2. Preliminary Environmental Study (PES) Form

Dokken shall prepare and submit a draft Preliminary Environmental Study (PES) for the project (in Microsoft Word format) to be reviewed by County prior to field review meeting. The PES form will be reviewed at the field meeting review meeting with Caltrans staff. Dokken shall attend the field review meeting. The procedure for completing the PES is described in the Local Assistance Procedures Manual (LAPM) and shall be followed accordingly.

If the Preliminary Environmental Investigation indicates a potential for sensitive resources within the project area, Dokken shall conduct the appropriate technical/environmental studies described to confirm the presence of resource(s) and determine the potential significant effect(s) of the project on the resource(s). A list of possible





required technical studies is provided under Section C of the PES form. The technical studies may include, but not be limited to, Biology, Wetlands, Publicly Owned Public Parks and Wildlife Refuges, and Cultural Resources and Historical Resources.

Dokken shall provide an electronic version (in Microsoft Word format) and one (1) administrative draft version to the County for County and Caltrans review and comment. Upon receipt of comments, Dokken shall incorporate necessary revisions and submit one (1) final version, provided that all County and Caltrans comments are addressed satisfactorily.

Deliverable: Draft and Final Preliminary Environmental Study

Task 3. Environmental Studies and Consultation with Regulatory Agencies

Dokken shall conduct all necessary technical studies for CEQA and NEPA clearance as well as assist the project to comply with regulatory agency permit requirements.

Task 3.1 Biological Studies

3.1.1 Natural Environment Study Minimal Impact (NESMI)

Dokken Engineering will complete supplemental literature research to assist in determining what focused biology surveys are necessary. Prior to conducting surveys, Dokken will query the CNDDDB, United States Fish and Wildlife Service (USFWS), CNPS Online Databases and any other literature and database resources pertaining to biological resources in the project area. In accordance with Caltrans guidelines, a list of threatened and endangered species known in the project vicinity will be obtained from the United States Fish and Wildlife Service (USFWS).

Dokken Engineering will prepare a Caltrans formatted NESMI that will include a description of the field methods used and the results of the project assessment. The report will list plant and animal species present, along with a general description of the plant communities occurring within the project area. If any sensitive resources are found on the site, Dokken will prepare, and include in the NESMI, a graphic displaying the location of the onsite sensitive plant communities and any sensitive biological resources observed. The report also will contain tables describing sensitive species and their habitats that are present or potentially present, and it will identify and assess project impacts on the existing biological resources, including any sensitive species. The jurisdictional delineation results will be included within the body of the NESMI document. The NESMI will also include avoidance and minimization measures designed to minimize potential impacts to sensitive biological resources.

Deliverable: Natural Environment Study Minimal Impact

3.1.1.1 Biology Reconnaissance Survey and Botanical Surveys

Dokken Engineering biologists will conduct fieldwork to delineate jurisdictional water resources, assess the presence/absence of sensitive biological resources (e.g., species or habitats), and to determine the potential for occurrence of such resources that may not be detectable when the fieldwork is conducted. This field work will include focused survey efforts for each listed species with potential to occur within the project area. For optimal results, Dokken Engineering will conduct fieldwork appropriate to the season, doing plant surveys during the blooming season and protocol surveys according to USFWS/CDFW protocol to maximize our ability to detect and positively identify protected species. Since there is a medium potential for two species of



threatened/endangered plants to occur on the project site, Dokken biologists will conduct three focused botanical surveys in the spring blooming season.

The ODC listed for this task is included to provide budget for focused species surveys, above and beyond what is identified in the above tasks, if required by the California Department of Fish and Wildlife. A 1602 Agreement with CDFW is anticipated to be necessary early in the project for geotechnical surveys. This early 1602 may have conditions requiring surveys, for example bat habitat assessments and surveys, that will be needed before geotechnical work can be conducted.

Deliverable: Map and electronic files of jurisdictional waters, habitat types, and any sensitive species

3.1.1.2 Tree Survey

Dokken Engineering biologists will conduct a tree survey that includes all trees over 4 inches in diameter at breast height within the project area. The biologists will GPS the location, record the size, and record the species of each tree in the survey. Data will be compiled into a table and map depicting the size and location of each tree in surveyed. This information will be required to support the Section 1602 Streambed Alteration Agreement application. This survey can be conducted at any point in the project, but Dokken Engineering recommends that the survey is completed once the alignment and impact areas are refined

Deliverable: Map and electronic files of trees identified

3.1.2 Biological Assessment and Section 7 Consultation (Optional)

If it is determined that there is a potential for a federal endangered or threatened species to be impacted by the project, Dokken Engineering's biologist will prepare a Caltrans' formatted Biological Assessment that will include information on the federal species associated with the project, the project's direct and indirect impacts, and avoidance/minimization/mitigation measures that will reduce impacts. Dokken Engineering will submit the Biological Assessment to Tulare County and Caltrans for review and Dokken will make revisions as necessary. In addition, Dokken Engineering will assist Caltrans with completing Section 7 Consultation with U.S. Fish and Wildlife Service (USFWS).

Deliverable: Biological Assessment; Letter of Concurrence or Biological Opinion from USFWS

Task 3.2. Cultural Resources

A cultural resource records search was already conducted at the Southern San Joaquin Valley Information Center (SJVIC), located at California State University, Bakersfield. The SJVIC is the state-designated repository for records concerning cultural resources in Tulare County. The records search provides information on known cultural resources and on previous cultural resources investigations within the project's Area of Potential Effects (APE) and surrounding area. Data sources that are consulted at the SJVIC include archaeological site records, reports from previous archaeological investigations, historic maps, and the state's Historic Resource Inventory, which contains listings for National Register of Historic Places (NRHP), California Register of Historical Resources (CRHR), California Historical Landmarks, and California Points of Historical Interest. Additionally, research will also be conducted at the following repositories, as necessary: Tulare County Library, Tulare County Offices; Tulare County Historical Society; California State Library in Sacramento; and the Shields Library at the University of California, Davis.

Dokken Engineering will conduct a systematic field survey of portions of the APE that are not obscured by asphalt/concrete. The ground surface will be visually examined by an archaeologist for evidence of prehistoric





(Native American) or historic (non-Native American) archaeological materials and other potential historic resources (e.g., building foundations, mining remnants, or canals). To meet State standards, any previously unrecorded resources identified during the survey will be recorded on State of California DPR 523 forms.

3.2.1 Native American Coordination

Dokken has already contacted the Native American Heritage Commission. The commission will provide a list of Native American groups to contact regarding this project. With Caltrans and County approval, Dokken Engineering will contact each tribe via certified mail. After 30 days, Dokken Engineering will follow up via telephone with those groups and individuals that have not responded to the initial letter. All Native American consultation efforts will be documented. This task assumes one Native American field or office meeting will be held. Additional cost may be needed if more than one Native American tribe wishes to hold field or office meetings.

3.2.2 Area of Potential Effects (APE) Map

Dokken will coordinate with Caltrans cultural staff to draft and finalize an APE map which will delineate a boundary encompassing all anticipated direct and indirect project impacts. This will include all utility relocation, materials and equipment staging area, areas requiring cut and fill, all temporary construction easements, and the area necessary to complete construction of the bridge. The APE will determine the limits of field surveys and report documentation.

Deliverable: Area of Potential Effects Map

3.2.3 Historic Property Survey Report (HPSR)/Archaeological Survey Report (ASR)

All cultural resource efforts will be completed in compliance with Section 106 of the National Historic Preservation Act (NHPA) and will follow the requirements set forth in the Caltrans Environmental Handbook Volume II, Cultural Resources and the First Amended Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it pertains to the administration of the Federal-aid Highway Program in California.

Deliverable: Historic Property Survey Report, Archaeological Survey Report

3.2.3.1 Cultural Resources Field Survey

Two Dokken archaeologists, including a senior archaeologist, will complete a thorough field survey of the project study area and will map all historic and pre-historic resources identified during the survey. All mapped resources will be displayed on an exhibit that will be shared with the design to facilitate discussions regarding which resources can be avoided and which may need to be impacted. For identified resources, the archaeologists will gather all information (notes, photos, sketches, etc.) required to complete DPR 523 Forms (required by Caltrans and SHPO).

Deliverable: Exhibit displaying identified cultural resources. Complete DPR forms.



3.2.4 Historic Resource Evaluation Report (HRER)

As part of the evaluation of cultural resources under Section 106 of the NHPA, structures older than 45 years need to be evaluated to determine if they have historic significance. The project has the potential to indirectly impact a farmstead at the southwest corner of the bridge (right-of-way, noise, vibration, visual impacts). In addition, the project will impact the M109 roadway which is known as the Old Stage Road. It is anticipated that this roadway will require recordation and significance evaluation. As a result, a Historical Resource Evaluation Report (HRER) will be prepared by the Mikesell Historical Consulting to evaluate the impact to the farmstead and/or the Old Stage Road. The HRER will be provided to the County and Caltrans District 6 for review and approval. Upon approval, the HRER will be provided to Caltrans Cultural Studies Office (CSO) at Headquarters for review and approval. Upon CSO approval, the HRER will be sent to the State Historic Preservation Officer (SHPO) for review and concurrence on eligibility determinations.

Deliverable: Historic Resource Evaluation Report

3.2.5 Extended Phase I (XPI) Testing

Based on preliminary research, the Project's vicinity is potentially sensitive for the presence of buried archaeological resources. Depending on the pedestrian survey results, Caltrans District 6 may mandate that excavation is needed to test for the presence or absence of buried archaeological resources within the Project's Area of Potential Effects. Dokken will prepare an Extended Phase I (XPI) Archaeological Testing Proposal which will outline the appropriate archaeological excavation methodology and testing locations required to identify possible subsurface archaeological resources. Upon approval by the County and Caltrans District 6, Dokken will implement the testing program. (The other direct cost is included for anticipated equipment rental/laborer fees.) Once testing has been concluded, Dokken will prepare an XPI Report documenting the results. As with the XPI Proposal, the XPI Report will be submitted first to the County and then to Caltrans District 6 for review and approval. If the XPI excavation identifies buried archaeological resources, Dokken will coordinate with Caltrans regarding additional steps required to assess the significance of the archaeological resource; however, this scope assumes the XPI testing will have negative results and will only be required for one resource. Additional cost will be required if the XPI needs to include testing of multiple resources. Further, additional scope and cost will be required to conduct significance assessment, and if needed, mitigation.

The ODC listed for this task is for equipment rental and operator wages for the XPI field testing.

Deliverable: Extended Phase I Proposal and Extended Phase I Report

3.2.6 Phase II Archaeological Testing (Optional)

Should the XPI identify the presence of subsurface cultural material, Dokken will prepare a Caltrans formatted Phase II Evaluation Proposal which will detail the proposed subsurface testing methodology and significance thresholds to determine the archaeological resource's eligibility for listing on the National Register of Historic Properties (National Register)/California Register of Historical Resources (California Register). Dokken will submit the Phase II Evaluation Proposal to the County and Caltrans District 6 for review and approval. Upon approval and property access, Dokken will conduct subsurface testing of the archaeological resource(s), collecting sufficient data to determine National Register/California Register eligibility. Following excavation, Dokken will analyze collected data and present the results of the analysis and significance evaluations in an Archaeological Evaluation Report (AER). The AER will be provided to the County and Caltrans District 6 for review and approval. Following the approval of the AER by the Caltrans District, the AER will be sent to the CSO for review and approval.





Upon CSO approval, the AER will be sent to the SHPO for review and concurrence on the proposed National Register/California Register eligibility evaluations. The need and cost for this task will be determined after the results of the XPI.

Deliverable: Phase II Evaluation Proposal; AER

3.2.7 Finding of Effect

If the HRER or AER determines that there is a National Register/California Register eligible resource in the Project's APE, then an analysis of the Project's potential to adversely affect it will be required. Dokken, in coordination with its subconsultant, Mikesell Historical Consulting, will prepare a Caltrans formatted FOE to determine if the Project will adversely impact the resource. The FOE will be submitted to the County and Caltrans District 6 for review and approval. Upon approval, the FOE will be submitted to CSO and SHPO for review and concurrence. This task assumes that one resource will be addressed in the FOE. Additional cost may be needed to assess impacts to multiple resources.

Deliverable: FOE

3.2.8 De Minimis Section 4(f) Analysis

Dokken Engineering will prepare a Section 4(f) analysis in accordance with FHWA and Caltrans guidelines to assess impacts to the farmstead at the southwest corner of the bridge, Old Stage Road, and/or the community of White River (if found to be a historic district). The farmstead, Old Stage Road, and/or community of White River may be minimally impacted by the project and a de minimis finding is appropriate. Dokken will work with SHPO to secure concurrence that the project's impacts will not negatively affect the 4(f) resources. The Section 4(f) Finding will be submitted to the County and Caltrans District 6 for review and approval. This scope assumes only one resource will be addressed in the analysis. Additional cost may be needed to address multiple resources.

Deliverable: Section 4(f) Finding

3.2.9 Memorandum of Agreement (Optional)

If the FOE finds that the Project will adversely impact an eligible National Register/California Register resource, Dokken will draft a Memorandum of Agreement (MOA) to detail proposed mitigation strategies and deliverables. Possible mitigation includes subsurface excavation for archaeological resources, preparation of Historic American Engineering Report (HAER) for built environment resources and developing publicly accessible historic documentation (such as a website or historic marker). Dokken will submit the draft MOA to the County and Caltrans District 6 for review and approval. Upon approval, the MOA will be sent to Caltrans CSO and the SHPO for review, approval, and signature. Once the MOA is signed, it is considered executed, and the approved mitigation can commence. The need and cost for this task will be determined after the results of the FOE and consultation with Caltrans District 6.

Deliverable: MOA

3.2.10 Phase III Data Recovery (Optional)

Should the FOE and MOA determine that a National Register/California Register eligible archaeological resource will be adversely impacted by the Project, Dokken Engineering will prepare a Phase III Data Recovery Plan which will detail the subsurface excavation methodology to retrieve the most data from the portion of the resource impacted by the Project. The Phase III Data Recovery Plan will be submitted



to the County and Caltrans District 6 for review and approval. Upon approval and upon property access, Dokken will conduct the data recovery efforts. Collected data will be analyzed, samples will be submitted to laboratories, and artifacts will be labelled and catalogued. Dokken will prepare a Phase III Data Recovery Report which presents the results of the analyses and details how the archaeological resource has answered gaps in human knowledge. The report will be submitted to the County and Caltrans District 6 for review and approval. The need and cost for this task will be determined after the results of the FOE and consultation with Caltrans District 6.

Deliverable: Phase III Data Recovery Plan; Phase III Data Recovery Report

3.2.11 Historic-era Resource Mitigation (Optional)

Should the FOE and MOA determine that the Old Stage Road or a historic district is eligible for the National Register/California Register and will be adversely impacted by the Project, Dokken, in coordination with Mikesell Historical Consulting, will conduct the mitigation stipulated by the executed MOA. This mitigation may include preparation of an HAER, extensive documentation of the historic-era resource, and/or development of publicly accessible presentation of the documentation, such as a website or permanent historical marker. The need and cost for this task will be determined after the results of the FOE and consultation with Caltrans District 6.

Deliverable: Mitigation Documentation (HAER; content for website)

3.2.12 Individual Section 4(f) Evaluation (Optional)

Following preparation of the MOA, Phase III Data Recovery Report and Historic-era Resource Mitigation, if it is determined that adverse effects cannot be avoided to the Old Stage Road or a historic district that is eligible for the National Register/California Register, Dokken will prepare an Individual Section 4(f) Evaluation in accordance with FHWA and Caltrans Guidelines to assess the impacts to the historic resources as a Section 4(f) resource. The Individual Section 4(f) evaluation will be submitted to Caltrans for a legal sufficiency review and interagency coordination with the Department of Interior in Washington D.C. will be necessary.

This evaluation will discuss how the project would adversely affect the historic resource as a Section 4(f) resource, why the project qualified for an Individual Section (4) evaluation, avoidance alternatives that were evaluated and why those alternatives are not prudent and feasible, measures taken to minimize harm to the Section 4(f) resource, and coordination with responsible agencies. As part of any Section 4(f) evaluation, a project that would adversely affect a Section 4(f) resource would need a concurrence from the agency with jurisdiction over the resource. In this case, that agency would be the SHPO and Section 4(f) coordination efforts will be done concurrent with the coordination efforts described above for Section 106 compliance to ensure that agency coordination is completed efficiently. The need and cost for this task will be determined after the results of the FOE and consultation with Caltrans District 6.

Deliverable: Individual Section 4(f) Evaluation

Task 3.3 Visual Impact Memorandum

The project's preliminary score on the Visual Impact Assessment Guide (Caltrans Standard Environmental Reference [SER] Chapter 27 Visual and Aesthetics Review) is 12. A score of 12 indicates that a brief visual impact memorandum that addresses potential impacts related to visual change associated with the bridge replacement and provides a rationale for why no formal analysis is required is appropriate for the project. No visual





simulations are included in this scope.

Deliverable: Visual Impact Memorandum

Task 3.4 Noise Study Report (Optional)

Dokken will prepare a new Noise Study Report consistent with the Caltrans Noise Analysis Protocol (May 2011) and Technical Noise Supplement (TeNS) to address traffic noise impacts on the residential area located adjacent to the proposed project. Noise standards regulating noise impacts, including the Noise Abatement Criteria (NAC) and applicable local noise ordinances, will be discussed for land uses located adjacent to the project. The areas with potential future traffic noise impacts will be identified using land use information, aerial photographs, and field reconnaissance. A discussion of existing sensitive uses in the project vicinity will be included.

Ambient noise level measurements will be conducted by a Dokken noise specialist in order to establish the existing noise environment at representative receptor locations. Short-term (15-minute) noise level field measurements will be made at up to two locations to document the existing noise environment and to calibrate the traffic noise model. Observations of barriers, terrains, building heights, and other site-specific information will be noted during each measurement period in the field.

Noise impacts from construction sources will be analyzed in a noise model based on the equipment expected to be used, length of a specific construction task, equipment power type (gasoline or diesel engine), horsepower, load factor, and percentage of time in use. The construction noise impact will be evaluated in terms of maximum levels (L_{max}) and the frequency of occurrence at adjacent receptor locations. Analysis requirements will be based on the sensitivity of the project study area and the Noise Ordinance specifications of the County of Tulare.

The Federal Highway Administration (FHWA) Traffic Noise Model (TNM), Version 2.5, will be used to evaluate the traffic noise levels associated with the Existing, Future No Build, and Build Alternative. Model input data include peak-hour traffic volumes, vehicle mix among autos, medium and heavy trucks, vehicle speeds, ground attenuation factors, and roadway configurations. Existing roadway traffic noise will be calculated as baseline conditions, using concurrent traffic counts obtained during ambient noise level measurement. The future traffic conditions will assume either the worst-case traffic condition or the projected traffic volumes provided in the traffic study, whichever is lower.

Noise abatement measures (noise barriers) designed to reduce long-term traffic noise impacts by 5 A-weighted decibel (dBA) or more, as required to be feasible, will be evaluated. The total reasonable allowance will be calculated for each noise barrier.

Deliverable: Noise Study Report

Task 3.5 Construction Noise Technical Memorandum (Optional)

If the roadway alignment does not result in substantial horizontal or vertical change from the existing condition, a Noise Technical Memorandum will be prepared to document temporary construction impacts, local noise ordinances, and suitable measures to minimize construction noise in lieu of the full Noise Study Report.

Deliverable: Construction Noise Technical Memorandum (Optional)

Task 3.6 Water Quality Assessment Memorandum

Dokken will prepare a Water Quality Assessment Memorandum to address the potential for project impacts on water quality based on current Caltrans guidelines (Environmental Handbook Volume 1, Chapter 9, Water Quality). The assessment will discuss receiving waters conditions, objectives, and beneficial uses, as well as





Caltrans standard best management practices (BMPs) and project design features required in accordance with the current City's Statewide Storm Water Management Plan. In accordance with the National Pollution Discharge Elimination System (NPDES) general construction activity stormwater discharge permit, applicable requirements will be identified.

Deliverable: Water Quality Assessment Memorandum

Task 4. Phase 1 Initial Site Assessment (ISA)

Task 4.1 Initial Site Assessment (ISA)

Dokken and Team shall conduct an Initial Site Assessment (ISA) to identify hazardous materials issues that could affect the constructability, feasibility, and/or cost of the proposed project. Hazard materials may include, but not limited to the following:

- Any lead paint that may affect construction of planned improvements
- Aerially Deposited Lead (ADL)
- Asbestos containing building materials present in the bridge structure

Dokken and Team will prepare a report documenting the assessment. The report will include, but not be limited to the following:

- Site Description
- Records Review
- Site Reconnaissance Information
- Interview Information
- Discussion/evaluation of cultural and paleontological materials
- Photocopied pictures of significant items of environmental concern on the site (if any);
- Pertinent supporting documentation, such as boring logs and laboratory results available from reports reviewed (if any)
- Findings and Conclusions – including opinions on potential impacts of any recognized environmental conditions concerning the project and, if considered warranted, recommendations for further study

The ISA Report submittals will include a “draft” version for review, a “revised draft” version incorporating review comments, and a final report incorporating any final comments.

Deliverable: Phase I Initial Site Assessment

Task 4.2 Asbestos/ADL/Lead Paint Structure Survey

Dokken and Team will collect samples of the bridge and surrounding areas for asbestos and lead, in order to determine the level of ACM/NSHAP monitoring required during replacement of the bridge during construction. Samplers shall be appropriately trained and certified in asbestos testing. All findings and recommendations will be included within the site investigation report. All hazardous waste samples will be collected during the same site visit.

The ODC for this task is for Unico's sub-consultant to do the physical collection of samples from the field, to get the samples tested at a laboratory, and to summarize results in an investigation report.

Deliverable: Phase II Testing Site Investigation Report





Task 5. Environmental Document (NEPA & CEQA) & Permits

Task 5.1 Draft CEQA Environmental Document (Optional)

Dokken will review all available site-specific data, conduct a field visit, and interview relevant parties. Work for this step will include site and area baseline conditions, characterization, and review of the County's California Environmental Quality Act (CEQA) compliance procedures. It is assumed that a Categorical Exclusion (CE) will be required for national Environmental Policy Act (NEPA) compliance and a Mitigated Negative Declaration will be required to satisfy CEQA.

Dokken will prepare a detailed schedule for completing the environmental documentation for the project, including clear descriptions of Dokken and County roles and requisite document preparation periods, noticing periods, and deliverables. The schedule will be based on coordination with Caltrans on the processing of the PES form.

5.1.1 AB 52 Tribal Consultation

Dokken will work collaboratively with County to satisfy all requirements of AB 52 (Gatto, 2014) in regard to preparation of Negative Declarations, Mitigated Negative Declarations, and/or Environmental Impact Reports. Tulare County, as lead agency, will initiate consultation with affected Tribes as identified by the Native American Heritage Commission (NAHC). In the event of Tribal consultation, Dokken will attend consultation meeting(s) with County as requested by Tribe(s). Dokken will incorporate Tribal participation, suggestions, recommendations, responses to draft environmental documents, etc., into environmental document accordingly.

5.1.2 Prepare Initial Study Notice of Availability (NOA), and Proposed Mitigated Negative Declaration

Dokken will prepare a detailed Initial Study with appropriate exhibits, including a narrative of the background of the project and a description of supporting studies. The initial study will be prepared based on the format and contents provided by the County or in accordance with Appendix G of the 2019 CEQA Guidelines.

Aesthetics	Air Quality
Biological Resources	Energy
Geology/Soils	Hazards and
Hydrology/Water	Hazardous Materials
Quality	Mineral Resources
Noise	Public Services
Recreation	Tribal Cultural
Utilities/Service	Resources
Systems	Mandatory Findings
Agriculture and	of Significance
Forestry	
Cultural Resources	
Greenhouse Gas	
Emissions	
Land Use/Planning	
Population/Housing	
Transportation	
Wildfire	



Paleontological resources will also be discussed within the Initial Study.

The Initial Study will be as comprehensive as necessary to address the environmental issues, support the findings, and be in conformance with the normal standard of care for such documents. Dokken will use existing studies and reports prepared in support of any County approval process, program EIR or other prior environmental document whenever possible. Dokken will request approval from the County for any new or existing studies and reports needed to determine the project environmental impacts not herein described in this scope. The County will provide Dokken with copies of relevant County prepared documents. Additional studies and information will be obtained from appropriate sources and included in the initial study and proposed mitigated negative declaration.

Based on the project description, it is assumed that a Mitigated Negative Declaration will be the appropriate document for this project. Dokken will utilize the Initial Study to prepare the Proposed Mitigated Negative Declaration. The Proposed Mitigated Negative Declaration will consist of the Appropriate County form, the project description, the initial study checklist, and supplementary studies of environmental impacts.

Dokken will prepare the Initial Study for Proposed Mitigated Negative Declarations. If, however, the Initial Study reveals that an Environmental Impact Report for a project is necessary, a separate scope and fee will be determined in consultation with the County.

Deliverable: Draft CEQA Initial Study with Proposed Mitigated Negative Declaration & Notice of Availability

5.1.3 County Review (of Initial Study, Notice of Availability (NOA), and Proposed Mitigated Negative Declaration)

Dokken will prepare and provide eight copies of the Initial Study, NOA, and Proposed Mitigated Negative Declaration for County review and comment. The draft documents will be submitted in electronic form (in Microsoft Word format) either on a USB flash drive or via email. Upon receipt of County comments, Dokken will incorporate necessary revisions and submit one (1) final version in electronic format and one (1) printed version.

Deliverable: Revised CEQA Initial Study with Proposed Mitigated Negative Declaration & Response to Comments

5.1.4 Notice of Completion (NOC)

Dokken will prepare a draft NOC for submittal to County. The County will revise if necessary then forward, with the NOA, to the State of California, Office of Planning and Research – State Clearinghouse (SCH) along with the appropriate number of copies as required by the SCH. County will also prepare and Electronic Filing Form to accompany NOC to the SCH. The County will be responsible for transmitting NOA and/or draft environmental documents to local agencies, Tribes, and/or other interested parties.

Deliverable: Draft Notice of Completion

5.1.5 Filing and Publication of the Environmental Document

The County will file the NOA with the County Clerk's Office. The County shall publish the NOA in a newspaper of general circulation in the County where the project is located and post the NOA on its website.



5.1.6 Review Public Comments, Prepare Final Mitigated Negative Declaration, & Prepare Notice of Determination (NOD)

Dokken will review all public and agency comments received during circulation of the Draft CEQA document and will draft responses and/or revisions to the CEQA document. Dokken will present the responses and revisions to the County for review and input. Dokken will prepare the final Initial Study with Mitigated Negative Declaration for the County's review and approval. Dokken will address all County comments on the document. Dokken will prepare draft Notice of Determination for County review and comment. Dokken will revise as appropriate and return draft of NOD to County.

Deliverable: Responses to Public Comments (if needed), Final CEQA Initial Study with Mitigated Negative Declaration, & Draft Notice of Determination

5.1.7 Filing the Notice of Determination (NOD)

County Staff will file the Notice of Determination with the County Clerk and the State Clearinghouse. Please note that the filing of the Notice of Determination requires payment of two (2) separate, but combined fees: a Tulare County Clerk processing fee (458), and CDFW filing fee (currently \$2,210.25 for Negative Declaration and \$3,070.00 for an Environmental Impact Report; subject to change and annual increases each year). Filing fees will be paid by the County.

Task 5.2 NEPA Environmental Assessment (Optional)

Should the project be required to evaluate multiple alternatives as a part of an Individual Section 4(f) Evaluation, have substantial environmental impacts that require extra evaluation, and/or there is significant public controversy, an Environmental Assessment (EA) under NEPA may be appropriate. Dokken's environmental team will prepare sections addressing the Human Environment, Physical Environment, Biological Environment, and Cumulative Impacts in relation to the proposed project. The EA will determine if the project will have any significant impacts on the environment under Federal standards, identify potential mitigation measures for such impacts, and determine if the mitigation measures reduce all impacts below a level of significance. The draft Individual Section 4(f) Evaluation will be included as part of the draft EA. Dokken will address all Caltrans comments on the draft EA.

Dokken will assist Caltrans in circulating the draft EA to the appropriate public agencies for 30 days, including SHPO, the Army Corps of Engineers, U.S. Fish and Wildlife Service, U.S. EPA, as well as any groups or individuals who have requested the document. 15 copies of the Notice of Availability (NOA) will be sent to the State Clearinghouse.

Following the 30-day public circulation, Dokken will prepare the Final EA and Finding of No Significant Impacts (FONSI) based on public agency comments and will also prepare an Environmental Commitments Record, to ensure that the environmental measures contained in the final EA are properly implemented. The Environmental Commitments Record will be included as an appendix in the final EA. Dokken will coordinate closely with Caltrans on the Final EA and will address all Caltrans comments.

Deliverable: Draft & Final NEPA Environmental Assessment (EA) & Finding of No Significant Impacts (FONSI)

Task 5.3 Prepare State and Federal Permit Applications for Project Construction (Optional)

The studies identified above will serve as the CEQA factual basis for submission of application for compliance with Responsible Agencies. Dokken will prepare permit applications for the County of Tulare for the following permits as required prior to project construction: the California Department of Fish and Game 1602 Stream





Alteration Permit, U.S. Army Corps of Engineers Nationwide 404 Permit, Regional Water Quality Control Board 401 Permit, and if required, applicable San Joaquin Valley Unified Air Pollution Control District permit(s).

5.3.1 United States Army Corps of Engineers 404 Permit (Optional)

The White River is a jurisdictional water of the U.S. and State. A Clean Water Act (CWA) Section 404 permit issued by the Army Corps of Engineers will be required for work within the ordinary high-water mark of the river. This project will qualify under a Nationwide Permit 14, for linear transportation projects. Dokken Engineering will prepare the application and all appropriate figures and attachments. Following submittal of the application, Dokken Engineering will follow up with USACE to make sure they understand the project and have all information that they need to authorize the project under Nationwide Permit 14. If the project does not have impacts to special aquatic sites (possibly riparian wetlands), it is likely the project can qualify for a non-notifying Section 404 Nationwide Permit 14.

Deliverable: Section 404 Nationwide Permit

5.3.2 Central Valley Regional Water Quality Control Board 401 Certification (Optional)

The White River is a jurisdictional water of the U.S. and State. The project may result in discharge of pollutants (including sediment) into jurisdictional waters of the US. The project will be required to obtain a CWA Section 401 certification issued by the Central Valley Regional Water Quality Control Board. Dokken Engineering will prepare the certification application and all appropriate figures and attachments. Following submittal of the application, Dokken Engineering will follow up with RWQCB to make sure they understand the project and have all information that they need to issue the Water Quality Certification.

An ODC of \$3,000 is listed to cover the 401 application and permit certification fees. It is assumed that the County will pay the annual fees.

Deliverable: Section 401 Water Quality Certification

5.3.3 California Department of Fish and Wildlife (CDFW) 1602 (Optional)

CDFW requires notification when a project may substantially alter or divert the natural flow of a stream or deposit debris in an area where it may pass into a stream, lake, or river. A 1602 streambed alteration agreement will be required for work within the White River. The project will require a 1602 permit for project construction. Dokken Engineering will secure a 1602 streambed alteration agreement prior to project construction.

An ODC of \$5,700 is listed to cover the 1602 application fee. It is assumed that any mitigation required can be covered in this 1602 application; if a separate application is required for off-site mitigation efforts, that application fee will be covered by the County.

Deliverable: Section 1602 Streambed Alteration Agreement

Task 6. Field Exploration and Geotechnical Engineering

Task 6.1 State and Federal Permits for Geotechnical Studies/Engineering (Optional)

In addition to preparing permit applications and securing permits for project construction, Dokken will also





prepare permit applications for the County of Tulare for the following permits as required prior to geotechnical studies: the California Department of Fish and Wildlife 1602 Stream Alteration Permit & Regional Water Quality Control Board Section 401 General Order Notification. As the geotechnical studies would result in less than 1/10 acre & would be placed to avoid any special aquatic resources, they would qualify for a non-notifying Section 404 Nationwide Permit 6 from the U.S. Army Corps of Engineers.

An ODC of \$4,500 is listed to cover the geotechnical application fees (\$2,500 for the 1602 and \$2,000 for the 401).

Deliverable: Section 401 Water Quality Certification & Section 1602 Streambed Alteration Agreement

Task 7. Final Design (Plans, Specifications, Estimate)

Task 7.1 Environmental Specifications and Plan Review

Dokken's environmental team will incorporate all environmental related measures/restrictions into the plans and specifications. All permits will be attached to the specifications and key measures will be highlighted in Section 14 of the specifications. Dokken will complete a final review of the bid documents to make sure the measures are appropriately included.

Deliverable: Environmental Specifications

Task 7.2 Revegetation Plans and Specifications

Dokken will prepare revegetation plans and specifications to repair planting to the areas disturbed during construction. Dokken's biologist will survey the site and prepare planting plans that incorporate native plants that will help stabilize the slopes and provide aesthetically pleasing areas adjacent to the new bridge. Dokken will consult with and receive approval from CDFW. It is assumed that the revegetation and plantings will be limited to stay within the right-of-way and temporary construction easements however if early coordination with CDFW & off-site mitigation is required, the contract will be amended to include any additional support services.

Deliverable: Revegetation Plan and Specifications & CDFW Approval of Planting Plan

Task 8 Assistance During Construction (Optional)

Task 8.1 Environmental Monitoring Support During Construction (Optional)

Dokken's project manager and project staff will be available to assist the County during construction and provide environmental monitoring services. The scope of work for construction support services will be determined during the final design phase and prior to construction. Prior to construction, the contract will be amended to include construction support services.

Exhibit B
Cost Proposal

Task Description	DOKKEN ENGINEERING													
	Namat Hosselton Environmental Project Director	Robert Burns, SE Engineering Project Manager	Sarah Holm Environmental Project Manager	Sr. Environmental Planner/Archaeologist	Associate Environmental Planner/Biologist	Environmental Planner	Archaeologist	TOTAL HOURS	LABOR COST	ESCALATION 3%	OH Rate 166.15%	Fee 10%	OTHER DIRECT COST	TOTAL COST
FULLY BURDENED RATE	\$ 263.49	\$ 210.79	\$ 181.51	\$ 161.02	\$ 131.74	\$ 108.32	\$ 146.38							
RAW RATE	\$ 90.00	\$ 72.00	\$ 62.00	\$ 55.00	\$ 45.00	\$ 37.00	\$ 50.00							
TASK 1 - PROJECT MANAGEMENT	2		95					97	\$ 6,070.00	\$ -	\$ 10,085.31	\$ 1,615.53	\$ -	\$ 17,770.84
1.1 Meetings and Coordination			75					75	\$ 4,650.00		\$ 7,725.98	\$ 1,237.60		\$ 13,613.57
1.2 Quality Control	2		20					22	\$ 1,420.00		\$ 2,359.33	\$ 377.93		\$ 4,157.26
TASK 2 - PROJECT KICK-OFF, FIELD REVIEW AND BACKGROUND INVESTIGATION	1	8	22	4	20	44		99	\$ 4,778.00	\$ -	\$ 7,938.65	\$ 1,271.66	\$ -	\$ 13,988.31
2.1 Public Engagement			14		10	14		38	\$ 1,836.00		\$ 3,050.51	\$ 488.65		\$ 5,375.17
2.2 Preliminary Environmental Study (PES) Form	1	8	8	4	10	30		61	\$ 2,942.00		\$ 4,888.13	\$ 783.01		\$ 8,613.15
TASK 3 - ENVIRONMENTAL STUDIES AND CONSULTATION WITH REGULATORY AGENCIES	33	4	72	84	115	278	266	852	\$ 41,103.00	\$ -	\$ 68,292.63	\$ 10,939.56	\$ 17,000.00	\$ 137,335.20
3.1 Biological Studies	2		20		96	141		259	\$ 10,957.00	\$ -	\$ 18,205.06	\$ 2,916.21	\$ 14,000.00	\$ 46,078.26
3.1.1 Natural Environment Study Minimal Impact	1		10		10	35		56	\$ 2,455.00		\$ 4,078.98	\$ 653.40		\$ 7,187.38
3.1.2 Biology Reconnaissance Survey and Botanical Surveys			2		45	45		92	\$ 3,814.00		\$ 6,336.96	\$ 1,015.10	\$ 14,000.00	\$ 25,166.06
3.1.3 Tree Survey					16	16		32	\$ 1,312.00		\$ 2,179.89	\$ 349.19		\$ 3,841.08
3.1.4 Section 7 Informal Consultation (Optional)	1		8		25	45		79	\$ 3,376.00		\$ 5,609.22	\$ 898.52		\$ 9,883.75
3.2 Cultural Resources	30	4	38	84			266	422	\$ 23,264.00	\$ -	\$ 38,653.14	\$ 6,191.71	\$ 3,000.00	\$ 71,108.85
3.2.1 Native American Coordination			8				24	32	\$ 1,696.00		\$ 2,817.90	\$ 451.39		\$ 4,965.29
3.2.2 Area of Potential Effects (APE) Map		2	4	6			14	26	\$ 1,422.00		\$ 2,362.65	\$ 378.47		\$ 4,163.12
3.2.3 Historic Property Survey Report (HPSR)/ Archaeological Survey Report (ASR)	4		4	12			60	80	\$ 4,268.00		\$ 7,091.28	\$ 1,135.93		\$ 12,495.21
3.2.4 Cultural Resources Field Survey	2		2	18			20	42	\$ 2,294.00		\$ 3,811.48	\$ 610.55		\$ 6,716.03
3.2.5 Historic Resource Evaluation Report (HRER)	2		4	4			8	18	\$ 1,048.00		\$ 1,741.25	\$ 278.93		\$ 3,068.18
3.2.6 Extended Phase I (XPI) Testing	16		4	20			70	110	\$ 6,288.00		\$ 10,447.51	\$ 1,673.55	\$ 3,000.00	\$ 21,409.06
3.2.7 Phase II Archaeological Testing (Optional)									\$ -		\$ -	\$ -		\$ -
3.2.8 Finding of Effect	4	2	6	16			40	68	\$ 3,756.00		\$ 6,240.59	\$ 999.66		\$ 10,996.25
3.2.9 Section 4(f) Analysis	2		6	8			30	46	\$ 2,492.00		\$ 4,140.46	\$ 663.25		\$ 7,295.70
3.3 Visual Impact Memorandum			4		6	40		50	\$ 1,998.00		\$ 3,319.68	\$ 531.77		\$ 5,849.44
3.4 Noise Study Report (OPTIONAL)	1		4		8	60		73	\$ 2,918.00		\$ 4,848.26	\$ 776.63		\$ 8,542.88
3.5 Construction Noise Technical Memorandum (OPTIONAL)			2			7		9	\$ 383.00		\$ 636.35	\$ 101.94		\$ 1,121.29
3.6 Water Quality Assessment Memorandum			4		5	30		39	\$ 1,583.00		\$ 2,630.15	\$ 421.32		\$ 4,634.47
TASK 4 - PHASE I INITIAL SITE ASSESSMENT (ISA)			6	6		8		20	\$ 998.00	\$ -	\$ 1,658.18	\$ 265.62	\$ -	\$ 2,921.79
4.1 Initial Site Assessment ISA			4	6				14	\$ 726.00		\$ 1,206.25	\$ 193.22		\$ 2,125.47
4.2 Asbestos/ADL/Lead Paint Structure Survey			2					6	\$ 272.00		\$ 451.93	\$ 72.39		\$ 796.32
TASK 5 - ENVIRONMENTAL DOCUMENT (NEPA & CEQA) & PERMITS (OPTIONAL)	10		122	20	103	426	57	738	\$ 32,811.00	\$ -	\$ 54,515.48	\$ 8,732.65	\$ 8,700.00	\$ 104,759.12
5.1 Draft CEQA Environmental Document	5		47	10	49	134	22	267	\$ 12,177.00	\$ -	\$ 20,232.09	\$ 3,240.91	\$ -	\$ 35,649.99
5.1.1 AB 52 Tribal Consultation			2	6			12	20	\$ 1,054.00		\$ 1,751.22	\$ 280.52		\$ 3,085.74
5.1.2 Prepare Initial Study Notice of Availability & Proposed MND	2		15	2	35	60	10	124	\$ 5,515.00		\$ 9,163.17	\$ 1,467.82		\$ 16,145.99
5.1.3 County Review			4			16		20	\$ 840.00		\$ 1,395.66	\$ 223.57		\$ 2,459.23
5.1.4 Notice of Completion			2		4	4		10	\$ 452.00		\$ 751.00	\$ 120.30		\$ 1,323.30
5.1.5 Filing and Publication of the Environmental Document	2		20		6	30		58	\$ 2,800.00		\$ 4,652.20	\$ 745.22		\$ 8,197.42
5.1.6 Review Public Comments, Prepare Final MND, & Prepare NOD	1		4	2	4	18		29	\$ 1,294.00		\$ 2,149.98	\$ 344.40		\$ 3,788.38
5.1.7 Filing the NOD						6		6	\$ 222.00		\$ 368.85	\$ 59.09		\$ 649.94
5.2 NEPA Environmental Assessment (OPTIONAL)	2		45	10	8	120	35	220	\$ 10,070.00		\$ 16,731.31	\$ 2,680.13		\$ 29,481.44
5.3 Prepare State and Federal Permit Applications for Project Construction	3		30		46	172		251	\$ 10,564.00	\$ -	\$ 17,552.09	\$ 2,811.61	\$ 8,700.00	\$ 39,627.69
5.3.1 U.S. Army Corps of Engineers 404 Permit	1		8		12	36		57	\$ 2,458.00		\$ 4,083.97	\$ 654.20		\$ 7,196.16
5.3.2 CVRWQCB 401 Certification			6		10	40		56	\$ 2,302.00		\$ 3,824.77	\$ 612.68	\$ 3,000.00	\$ 9,739.45
5.3.3 CDFW 1602	2		16		24	96		138	\$ 5,804.00		\$ 9,643.35	\$ 1,544.73	\$ 5,700.00	\$ 22,692.08
TASK 6 - FIELD EXPLORATION AND GEOTECHNICAL ENGINEERING (OPTIONAL)		3	16		29	63		111	\$ 4,844.00	\$ -	\$ 8,048.31	\$ 1,289.23	\$ 4,500.00	\$ 18,681.54
6.1 Prepare State and Federal Permit Applications for Geotechnical Engineering/Studies (OPTIONAL)		3	16		29	63		111	\$ 4,844.00		\$ 8,048.31	\$ 1,289.23	\$ 4,500.00	\$ 18,681.54
TASK 7 - FINAL DESIGN (PLANS, SPECIFICATIONS, ESTIMATE)			16		35	100	10	161	\$ 6,767.00	\$ -	\$ 11,243.37	\$ 1,801.04	\$ -	\$ 19,811.41
7.1 Environmental Specifications and Plan Review			10		20	40	10	80	\$ 3,500.00		\$ 5,815.25	\$ 931.53		\$ 10,246.78
7.2 Revegetation Plans and Specifications			6		15	60		81	\$ 3,267.00		\$ 5,428.12	\$ 869.51		\$ 9,564.63
TASK 8 - ASSISTANCE DURING CONSTRUCTION (OPTIONAL)									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8.1 Environmental Monitoring Support During Construction									\$ -		\$ -	\$ -		\$ -
Escalation WITH OPTIONAL HOURS										\$ 3,381.21	\$ 5,617.88	\$ 899.91		\$ 9,898.99
Escalation WITHOUT OPTIONAL HOURS										\$ 1,841.78	\$ 3,060.12	\$ 490.19		\$ 5,392.09
Total Hours WITHOUT OPTIONAL HOURS	34	12	197	94	137	318	276	1,068						
Total Cost WITHOUT OPTIONAL COST	\$ 8,958.61	\$ 2,529.49	\$ 35,758.32	\$ 15,135.96	\$ 18,048.97	\$ 34,446.75	\$ 40,401.57		\$ 53,039.00	\$ 1,841.78	\$ 91,184.41	\$ 14,606.52	\$ 17,000.00	\$ 177,671.71
Total Hours	46	15	349	114	302	919	333	2,078						
Total Cost	\$ 12,120.47	\$ 3,161.86	\$ 63,348.49	\$ 18,356.37	\$ 39,786.78	\$ 99,548.93	\$ 48,745.37		\$ 97,371.00	\$ 3,381.21	\$ 167,399.79	\$ 26,815.20	\$ 30,200.00	\$ 325,167.20

Task Description	MIKESELL								UNICO ENGINEERING								
	Senior Historian	TOTAL HOURS	LABOR COST	ESCALATION 3%	OH Rate 70%	Fee 10%	OTHER DIRECT COST	TOTAL COST	Survey Manager	Survey Technician	TOTAL HOURS	LABOR COST	ESCALATION 3%	OH Rate 137.19%	Fee 10%	OTHER DIRECT COST	TOTAL COST
FULLY BURDENED RATE	\$ 168.30								\$ 127.32	\$ 158.48							
RAW RATE	\$ 90.00								\$ 48.80	\$ 60.74							
TASK 1 - PROJECT MANAGEMENT			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.1 Meetings and Coordination			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.2 Quality Control			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TASK 2 - PROJECT KICK-OFF, FIELD REVIEW AND BACKGROUND INVESTIGATION			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.1 Public Engagement			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.2 Preliminary Environmental Study (PES) Form			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TASK 3 - ENVIRONMENTAL STUDIES AND CONSULTATION WITH REGULATORY AGENCIES	135	135	\$ 12,150.00	\$ -	\$ 8,505.00	\$ 2,065.50	\$ 425.00	\$ 23,145.50				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.1 Biological Studies			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.1.1 Natural Environment Study Minimal Impact			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.1.2 Biology Reconnaissance Survey and Botanical Surveys			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.1.3 Tree Survey			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.1.4 Section 7 Informal Consultation (Optional)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.2 Cultural Resources	135	135	\$ 12,150.00	\$ -	\$ 8,505.00	\$ 2,065.50	\$ 425.00	\$ 23,145.50				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.2.1 Native American Coordination			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.2.2 Area of Potential Effects (APE) Map			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.2.3 Historic Property Survey Report (HPSR)/ Archaeological Survey Report (ASR)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.2.4 Cultural Resources Field Survey			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.2.5 Historic Resource Evaluation Report (HRER)	65	65	\$ 5,850.00	\$ -	\$ 4,095.00	\$ 994.50	\$ 425.00	\$ 11,364.50				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.2.6 Extended Phase I (XPI) Testing			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.2.7 Phase II Archaeological Testing (Optional)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.2.8 Finding of Effect	50	50	\$ 4,500.00	\$ -	\$ 3,150.00	\$ 765.00	\$ -	\$ 8,415.00				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.2.9 Section 4(f) Analysis	20	20	\$ 1,800.00	\$ -	\$ 1,260.00	\$ 306.00	\$ -	\$ 3,366.00				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.3 Visual Impact Memorandum			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.4 Noise Study Report (OPTIONAL)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.5 Construction Noise Technical Memorandum (OPTIONAL)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.6 Water Quality Assessment Memorandum			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TASK 4 - PHASE I INITIAL SITE ASSESSMENT (ISA)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	72	6	78	\$ 3,878.04	\$ -	\$ 5,320.28	\$ 919.83	\$ 8,225.00	\$ 18,343.16
4.1 Initial Site Assessment ISA			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	72	6	78	\$ 3,878.04	\$ -	\$ 5,320.28	\$ 919.83	\$ -	\$ 10,118.16
4.2 Asbestos/ADL/Lead Paint Structure Survey			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ 8,225.00	\$ 8,225.00	
TASK 5 - ENVIRONMENTAL DOCUMENT (NEPA & CEQA) & PERMITS (OPTIONAL)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.1 Draft CEQA Environmental Document			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.1.1 AB 52 Tribal Consultation			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.1.2 Prepare Initial Study Notice of Availability & Proposed MND			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.1.3 County Review			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.1.4 Notice of Completion			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.1.5 Filing and Publication of the Environmental Document			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.1.6 Review Public Comments, Prepare Final MND, & Prepare NOD			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.1.7 Filing the NOD			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.2 NEPA Environmental Assessment (OPTIONAL)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.3 Prepare State and Federal Permit Applications for Project Construction			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.3.1 U.S. Army Corps of Engineers 404 Permit			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.3.2 CVRWQCB 401 Certification			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.3.3 CDFW 1602			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TASK 6 - FIELD EXPLORATION AND GEOTECHNICAL ENGINEERING (OPTIONAL)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6.1 Prepare State and Federal Permit Applications for Geotechnical Engineering/Studies (OPTIONAL)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TASK 7 - FINAL DESIGN (PLANS, SPECIFICATIONS, ESTIMATE)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7.1 Environmental Specifications and Plan Review			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7.2 Revegetation Plans and Specifications			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TASK 8 - ASSISTANCE DURING CONSTRUCTION (OPTIONAL)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8.1 Environmental Monitoring Support During Construction			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Escalation WITH OPTIONAL HOURS				\$364.50	\$255.15	\$61.97		\$681.62					\$33.39	\$ 45.81	\$ 7.92		\$ 87.12
Escalation WITHOUT OPTIONAL HOURS				\$364.50	\$255.15	\$61.97		\$681.62					\$33.39	\$ 45.81	\$ 7.92		\$ 87.12
Total Hours WITHOUT OPTIONAL HOURS	135	135							72	6	78						
Total Cost WITHOUT OPTIONAL COST	\$ 22,720.50		\$ 12,150.00	\$ 364.50	\$ 8,760.15	\$ 2,127.47	\$ 425.00	\$ 23,827.12	\$ 9,167.30	\$ 950.86		\$ 3,878.04	\$ 33.39	\$ 5,366.09	\$ 927.75	\$ 8,225.00	\$ 18,430.27
Total Hours	135.0	135.0							72.0	6.0	78.0						
Total Cost	\$ 22,720.50		\$ 12,150.00	\$ -	\$ 8,505.00	\$ 2,065.50	\$ 425.00	\$ 23,827.12	\$ 9,167.30	\$ 950.86		\$ 3,878.04	\$ 33.39	\$ 5,366.09	\$ 927.75	\$ 8,225.00	\$ 18,430.27

Task Description	GRAND TOTAL HOURS	GRAND TOTAL OTHER DIRECT COSTS	GRAND TOTAL COST
FULLY BURDENED RATE			
RAW RATE			
TASK 1 - PROJECT MANAGEMENT	97	\$ -	\$ 17,770.84
1.1 Meetings and Coordination	75	\$ -	\$ 13,613.57
1.2 Quality Control	22	\$ -	\$ 4,157.26
TASK 2 - PROJECT KICK-OFF, FIELD REVIEW AND BACKGROUND INVESTIGATION	99	\$ -	\$ 13,988.31
2.1 Public Engagement	38	\$ -	\$ 5,375.17
2.2 Preliminary Environmental Study (PES) Form	61	\$ -	\$ 8,613.15
TASK 3 - ENVIRONMENTAL STUDIES AND CONSULTATION WITH REGULATORY AGENCIES	987	\$ 17,425.00	\$ 160,480.70
3.1 Biological Studies	259	\$ 14,000.00	\$ 46,078.26
3.1.1 Natural Environment Study Minimal Impact	56	\$ -	\$ 7,187.38
3.1.2 Biology Reconnaissance Survey and Botanical Surveys	92	\$ 14,000.00	\$ 25,166.06
3.1.3 Tree Survey	32	\$ -	\$ 3,841.08
3.1.4 Section 7 Informal Consultation (Optional)	79	\$ -	\$ 9,883.75
3.2 Cultural Resources	557	\$ 3,425.00	\$ 94,254.35
3.2.1 Native American Coordination	32	\$ -	\$ 4,965.29
3.2.2 Area of Potential Effects (APE) Map	26	\$ -	\$ 4,163.12
3.2.3 Historic Property Survey Report (HPSR)/ Archaeological Survey Report (ASR)	80	\$ -	\$ 12,495.21
3.2.4 Cultural Resources Field Survey	42	\$ -	\$ 6,716.03
3.2.5 Historic Resource Evaluation Report (HRER)	83	\$ 425.00	\$ 14,432.68
3.2.6 Extended Phase I (XPI) Testing	110	\$ 3,000.00	\$ 21,409.06
3.2.7 Phase II Archaeological Testing (Optional)		\$ -	\$ -
3.2.8 Finding of Effect	118	\$ -	\$ 19,411.25
3.2.9 Section 4(f) Analysis	66	\$ -	\$ 10,661.70
3.3 Visual Impact Memorandum	50	\$ -	\$ 5,849.44
3.4 Noise Study Report (OPTIONAL)	73	\$ -	\$ 8,542.88
3.5 Construction Noise Technical Memorandum (OPTIONAL)	9	\$ -	\$ 1,121.29
3.6 Water Quality Assessment Memorandum	39	\$ -	\$ 4,634.47
TASK 4 - PHASE I INITIAL SITE ASSESSMENT (ISA)	98	\$ 8,225.00	\$ 21,264.95
4.1 Initial Site Assessment ISA	92	\$ -	\$ 12,243.63
4.2 Asbestos/ADL/Lead Paint Structure Survey	6	\$ 8,225.00	\$ 9,021.32
TASK 5 - ENVIRONMENTAL DOCUMENT (NEPA & CEQA) & PERMITS (OPTIONAL)	738	\$ 8,700.00	\$ 104,759.12
5.1 Draft CEQA Environmental Document	267	\$ -	\$ 35,649.99
5.1.1 AB 52 Tribal Consultation	20	\$ -	\$ 3,085.74
5.1.2 Prepare Initial Study Notice of Availability & Proposed MND	124	\$ -	\$ 16,145.99
5.1.3 County Review	20	\$ -	\$ 2,459.23
5.1.4 Notice of Completion	10	\$ -	\$ 1,323.30
5.1.5 Filing and Publication of the Environmental Document	58	\$ -	\$ 8,197.42
5.1.6 Review Public Comments, Prepare Final MND, & Prepare NOD	29	\$ -	\$ 3,788.38
5.1.7 Filing the NOD	6	\$ -	\$ 649.94
5.2 NEPA Environmental Assessment (OPTIONAL)	220	\$ -	\$ 29,481.44
5.3 Prepare State and Federal Permit Applications for Project Construction	251	\$ 8,700.00	\$ 39,627.69
5.3.1 U.S. Army Corps of Engineers 404 Permit	57	\$ -	\$ 7,196.16
5.3.2 CVRWQCB 401 Certification	56	\$ 3,000.00	\$ 9,739.45
5.3.3 CDFW 1602	138	\$ 5,700.00	\$ 22,692.08
TASK 6 - FIELD EXPLORATION AND GEOTECHNICAL ENGINEERING (OPTIONAL)	111	\$ 4,500.00	\$ 18,681.54
6.1 Prepare State and Federal Permit Applications for Geotechnical Engineering/Studies (OPTIONAL)	111	\$ 4,500.00	\$ 18,681.54
TASK 7 - FINAL DESIGN (PLANS, SPECIFICATIONS, ESTIMATE)	161	\$ -	\$ 19,811.41
7.1 Environmental Specifications and Plan Review	80	\$ -	\$ 10,246.78
7.2 Revegetation Plans and Specifications	81	\$ -	\$ 9,564.63
TASK 8 - ASSISTANCE DURING CONSTRUCTION (OPTIONAL)		\$ -	\$ -
8.1 Environmental Monitoring Support During Construction		\$ -	\$ -
Escalation WITH OPTIONAL HOURS			\$ 10,667.73
Escalation WITHOUT OPTIONAL HOURS			\$ 6,160.82
Total Hours WITHOUT OPTIONAL HOURS	1,281		
Total Cost WITHOUT OPTIONAL COST		\$ 25,650.00	\$ 219,929.10
Total Hours	2291		
Total Cost		\$ 38,850.00	\$ 367,424.59

Exhibit C
Insurance Requirements

PROFESSIONAL SERVICES CONTRACTS

INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to the CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$3,000,000 aggregate.

B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
 - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the CONTRACTOR including material, parts, or equipment furnished in connection with such work or operations.*
 - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*

- c. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the county by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

- d. *Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after written notice has been provided to the COUNTY.*

- 3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability.

- C. Deductibles and Self-Insured Retentions
Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.

- D. Acceptability of Insurance
Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the COUNTY Risk Manager.

- E. Verification of Coverage
Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

Exhibit D
Additional Terms & Conditions for
Federally Funded Contracts

COUNTY OF TULARE
EXHIBIT D
TO SERVICES AGREEMENT
ADDITIONAL TERMS & CONDITIONS FOR FEDERALLY-FUNDED CONTRACTS
(Form revision approved 01/19/2018)

FEDERALLY-FUNDED SERVICES. COUNTY will be paying for the services to be provided under this Agreement, in whole, or in part, with Federal grant funds, and so the following additional terms and conditions will apply to this Agreement:

(1) Equal Employment Opportunity — Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3, then during the performance of this Agreement, the CONTRACTOR agrees as follows:(1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.(2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.(3) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR'S legal duty to furnish information.(4) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to

be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.(5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.(6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.(7) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.(8) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the COUNTY may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the COUNTY, then the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States. The COUNTY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

The COUNTY agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor

COUNTY OF TULARE
EXHIBIT D
TO SERVICES AGREEMENT
ADDITIONAL TERMS & CONDITIONS FOR FEDERALLY-FUNDED CONTRACTS
(Form revision approved 01/19/2018)

in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The COUNTY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the COUNTY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the COUNTY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the COUNTY; and refer the case to the Department of Justice for appropriate legal proceedings.

The CONTRACTOR and each of its subcontractors shall include the equal opportunity clause in each of its subcontracts.

(2) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). — If this Agreement involves payment for construction services in excess of \$2,000, then the CONTRACTOR must comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the Davis-Bacon Act, the CONTRACTOR is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the U.S. Secretary of Labor. In addition, the CONTRACTOR is required to pay wages not less than once a week. The COUNTY must provide CONTRACTOR with a copy of the current prevailing wage determination issued by the U.S. Department of Labor with respect to the services to be provided under the subject Agreement. The CONTRACTOR’S execution of the

subject Agreement constitutes the CONTRACTOR’S acceptance of the wage determination. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

(3) Copeland “Anti- Kickback” Act (40 U.S.C. 3145). — CONTRACTOR must comply with the Copeland “Anti- Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Under the Copeland “Anti- Kickback” Act, the CONTRACTOR and all subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

(4) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) — If this Agreement involves payments for services in excess of \$100,000 that include the employment of mechanics or laborers, then the CONTRACTOR must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the CONTRACTOR is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(5) Rights to Inventions Made Under a Contract or Agreement — If the Federal award supporting payments for services under this Agreement meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Agreement is with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” then the COUNTY and the CONTRACTOR recipient or subrecipient must comply with

COUNTY OF TULARE
EXHIBIT D
TO SERVICES AGREEMENT
ADDITIONAL TERMS & CONDITIONS FOR FEDERALLY-FUNDED CONTRACTS
(Form revision approved 01/19/2018)

the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(6) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended — If this Agreement involves payments for services in excess of \$150,000, then the CONTRACTOR must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(7) Debarment and Suspension (Executive Orders 12549 and 12689) — By execution of this Agreement, CONTRACTOR certifies to the COUNTY that it is not a party listed on the government-wide exclusions list in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension," and is not debarred, suspended, or otherwise excluded from the award of a federally-supported contract under statutory or regulatory authority other than Executive Order 12549.

(8) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — If this Agreement involves payments for services in excess of \$100,000, then by execution of this Agreement, the CONTRACTOR certifies to the COUNTY that it will not and has not used Federally-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The CONTRACTOR must also disclose to the COUNTY is writing any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

(9) Procurement of recovered materials — Pursuant to 2 CFR § 200.322, the COUNTY and the CONTRACTOR must comply with section 6002 of the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include

procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(10) Records Retention and Access — Pursuant to 2 CFR §§ 200.333 through 200.337, the following provisions regarding Records Retention and Access will apply to this Agreement:

(A) Retention requirements for records. CONTRACTOR must retain all financial records, supporting documents, statistical records, and all other of its records pertinent to this Agreement for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or COUNTY. The only exceptions to the 3 year limit are the following:

(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(b) When the CONTRACTOR is notified in writing by the COUNTY or Federal awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(d) When records are transferred to or maintained by the COUNTY, or Federal awarding agency, the 3-year retention requirement is not applicable to the CONTRACTOR.

COUNTY OF TULARE
EXHIBIT D
TO SERVICES AGREEMENT
ADDITIONAL TERMS & CONDITIONS FOR FEDERALLY-FUNDED CONTRACTS
(Form revision approved 01/19/2018)

(e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the CONTRACTOR'S fiscal year in which the program income is earned.

(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the COUNTY or the Federal Government to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the COUNTY or Federal Government for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

(B) Methods for collection, transmission and storage of information. In accordance with the May 2013 Executive Order on Making Open and Machine Readable the New Default for Government Information, the Federal awarding agency and the CONTRACTOR should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine readable formats rather than in closed formats or on paper. The Federal awarding agency or COUNTY must always provide or accept paper versions of Federal award-related information to and from the CONTRACTOR upon request. If paper copies are submitted, the Federal awarding agency or COUNTY must not require more than an original and two copies. When original

records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

(C) Access to records.

(a) Records of CONTRACTOR. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the COUNTY, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the CONTRACTOR which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the CONTRACTOR'S personnel for the purpose of interview and discussion related to such documents.

(b) Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the CONTRACTOR and the Federal awarding agency or COUNTY. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.

(c) Expiration of right of access. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and COUNTY must not impose any other access requirements upon CONTRACTOR.

Exhibit E

Mandatory Fiscal and Federal Provisions Required by Caltrans
for Federally Funded Projects

COUNTY OF TULARE
EXHIBIT E
The Fiscal and Federal Provisions Required by Caltrans for Federally Funded Contracts
(Form Revision approved 11-01-2019)

ARTICLE IV PERFORMANCE PERIOD

- A. This AGREEMENT shall go into effect on (DATE), contingent upon approval by COUNTY, and CONTRACTOR shall commence work after notification to proceed by COUNTY'S Contract Administrator. The AGREEMENT shall end on (DATE), unless extended by AGREEMENT amendment.
- B. CONTRACTOR is advised that any recommendation for AGREEMENT award is not binding on COUNTY until the AGREEMENT is fully executed and approved by COUNTY.
- Use paragraph C below in addition to paragraphs A & B above for on-call AGREEMENTS. On-call AGREEMENTS shall be 5 years maximum.*
- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

(Choose either Option 1, 2, 3, or 4)

*(Option 1 - For **Actual Cost-Plus-Fixed Fee** AGREEMENTS, Use [Exhibit 10-H1: Cost Proposal Format](#))*

*(Option 2 - For **Cost per Unit of Work** AGREEMENTS, Use [Exhibit 10-H3: Cost Proposal Format](#))*

*(Option 3 - For **Specific Rates of Compensation** AGREEMENTS [such as on-call Agreements],*

Use [Exhibit 10-H2: Cost Proposal Format](#)).

*(Option 4 - For **Lump Sum** AGREEMENTS, Use [Exhibit 10-H1: Cost Proposal Format](#))*

(Tulare County uses Specific Rates of Compensation, Use [Exhibit 10-H2: Cost Proposal Format](#)).

- A. CONTRACTOR will be reimbursed for hours worked at the hourly rates specified in the CONTRACTOR'S approved Cost Proposal. 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. CONTRACTOR will be reimbursed within thirty (30) days upon receipt by COUNTY'S Contract Administrator of itemized invoices in duplicate.
- B. In addition, CONTRACTOR will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.

- C. Specific projects will be assigned to CONTRACTOR through issuance of Task Orders.
- D. 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 CONTRACTOR for review. CONTRACTOR 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 CONTRACTOR.
- E. 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 CONTRACTOR'S approved Cost Proposal.
- CONTRACTOR 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. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.
- F. (COUNTY to include either (a) or (b) below; delete the other one)
- (a) Reimbursement for transportation and subsistence costs shall not exceed State rates.
- (b) Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. CONTRACTOR will be responsible for transportation and subsistence costs in excess of State rates.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONTRACTOR 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.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONTRACTOR 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.

COUNTY OF TULARE

EXHIBIT E

The Fiscal and Federal Provisions Required by Caltrans for Federally Funded Contracts
(Form Revision approved 11-01-2019)

- J. 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.
- K. CONTRACTOR will be reimbursed within thirty (30) days upon receipt by COUNTY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONTRACTOR is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due COUNTY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONTRACTOR prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:
(NAME OF COUNTY/ NAME OF CONTRACT ADMINISTRATOR) (ADDRESS)
- L. 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.
- M. 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.
- N. If CONTRACTOR 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.
- O. 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.
- P. The total amount payable by COUNTY for all Task Orders resulting from this AGREEMENT shall not exceed \$ Amount. 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.

ARTICLE VI TERMINATION

(Tulare County uses own termination clause, included on Page 4 of the General Agreement Terms and Conditions revised on 01/1/2018)

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR to COUNTY.
- D. When a CONTRACTOR or Subcontractor 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.
- E. CONTRACTOR agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- F. CONTRACTOR also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- G. CONTRACTOR 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.
- H. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., are subject to repayment by CONTRACTOR to the COUNTY.
- I. The approved Indirect Cost Rate (ICR), specified in Exhibit B, shall be fixed for the term of this Agreement and no adjustment will be made unless both Parties are in mutual agreement.
- J. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions of this article.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONTRACTOR, Subcontractors, 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

COUNTY OF TULARE
EXHIBIT E
The Fiscal and Federal Provisions Required by Caltrans for Federally Funded Contracts
(Form Revision approved 11-01-2019)

administering the AGREEMENT. All parties, including the CONTRACTOR'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. 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 CONSUTANT, Subcontractors, and the CONTRACTOR's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by COUNTY'S Administrative Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONTRACTOR may request a review by COUNTY'S Administrative 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 CONTRACTOR from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONTRACTOR and subcontractor 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 CONTRACTOR'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 CONTRACTOR and approved by COUNTY Contract Administrator to conform to the audit or review recommendations. CONTRACTOR 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 CONTRACTOR to incorporate audit or review recommendations, or to ensure that the federal, COUNTY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of

prior reimbursed costs.

E. CONTRACTOR's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by Caltrans Audits and Investigation (A&I). Caltrans A&I, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONTRACTOR 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 CONTRACTOR 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 Caltrans A&I's review of the ICR audit work papers created by the CONTRACTOR's independent CPA, Caltrans A&I will work with the CPA and/or CONTRACTOR 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 Caltrans A&I identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse the CONTRACTOR 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 A&I.

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 Caltrans A&I is unable to issue a cognizant letter per paragraph E.1. above, Caltrans A&I may require CONTRACTOR to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans A&I will then have up to six (6) months to review the CONTRACTOR's and/or the independent CPA's revisions.

3. If the CONTRACTOR fails to comply with the provisions of this paragraph E, or if Caltrans A&I is still

COUNTY OF TULARE
EXHIBIT E
The Fiscal and Federal Provisions Required by Caltrans for Federally Funded Contracts
(Form Revision approved 11-01-2019)

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. CONTRACTOR may submit to COUNTY final invoice only when all of the following items have occurred: (1) Caltrans A&I 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) Caltrans A&I has issued its final ICR review letter. The CONTRACTOR 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 CONTRACTOR, either as a prime or subcontractor, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

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

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by COUNTY's Contract Administrator shall be required before CONTRACTOR enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONTRACTOR services. CONTRACTOR shall provide an evaluation of the necessity or desirability of incurring such costs. For purchase of any item, service, or consulting work not covered in CONTRACTOR's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by COUNTY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- B. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
 - 1. CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR elects to keep the equipment, fair market value shall be determined at CONTRACTOR'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 CONTRACTOR, 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 XII STATE PREVAILING WAGE RATES

- A. No CONTRACTOR or Subcontractor 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 CONTRACTOR shall comply with all of the applicable provisions of the California Labor Code requiring the

COUNTY OF TULARE
EXHIBIT E
The Fiscal and Federal Provisions Required by Caltrans for Federally Funded Contracts
(Form Revision approved 11-01-2019)

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

(http://www.dot.ca.gov/hq/construc/LaborCompliance/documents/District-Region_Map_Construction_7-8-15.pdf). 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 Internet site at <http://www.dir.ca.gov>.

D. Payroll Records

1. Each CONTRACTOR and Subcontractor 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 CONTRACTOR or Subcontractor 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 CONTRACTOR 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 CONTRACTOR. The CONTRACTOR 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 CONTRACTOR.

c. The public shall not be given access to certified payroll records by the CONTRACTOR. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR or Subcontractor performing the work shall not be marked or obliterated.

5. The CONTRACTOR 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 CONTRACTOR or Subcontractor 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 CONTRACTOR or Subcontractor 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. CONTRACTOR is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.

E. When prevailing wage rates apply, the CONTRACTOR is responsible for verifying compliance with certified payroll

COUNTY OF TULARE
EXHIBIT E
The Fiscal and Federal Provisions Required by Caltrans for Federally Funded Contracts
(Form Revision approved 11-01-2019)

requirements. Invoice payment will not be made until the invoice is approved by the COUNTY Contract Administrator.

F. Penalty

1. The CONTRACTOR and any of its Subcontractors shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONTRACTOR and any Subcontractor 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 CONTRACTOR or by its Subcontractor in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONTRACTOR or Subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the CONTRACTOR or Subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the CONTRACTOR or Subcontractor 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 CONTRACTOR or Subcontractor had knowledge of the obligations under the Labor Code. The CONTRACTOR is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONTRACTOR or Subcontractor.
4. If a worker employed by a Subcontractor on a public works project is not paid the general prevailing per diem wages by the Subcontractor, the prime CONTRACTOR of the project is not liable for the penalties described above unless the prime CONTRACTOR had knowledge of that failure of the Subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime CONTRACTOR fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONTRACTOR and the Subcontractor 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 CONTRACTOR shall monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees by periodic review of the certified payroll records of the Subcontractor.
- c. Upon becoming aware of the Subcontractor's failure to pay the specified prevailing rate of wages to the Subcontractor's workers, the CONTRACTOR shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subcontractor for work performed on the public works project.
- d. Prior to making final payment to the Subcontractor for work performed on the public works project, the CONTRACTOR shall obtain an affidavit signed under penalty of perjury from the Subcontractor that the Subcontractor had paid the specified general prevailing rate of per diem wages to the Subcontractor's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, COUNTY shall notify the CONTRACTOR on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subcontractor has failed to pay workers the general prevailing rate of per diem wages.
6. If COUNTY determines that employees of a Subcontractor 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 CONTRACTOR shall withhold an amount of moneys due the Subcontractor 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 CONTRACTOR shall forfeit, as a penalty to the COUNTY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONTRACTOR or any of its Subcontractors 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)

COUNTY OF TULARE
EXHIBIT E
The Fiscal and Federal Provisions Required by Caltrans for Federally Funded Contracts
(Form Revision approved 11-01-2019)

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 CONTRACTOR and any subcontractors 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. CONTRACTORS and subcontractors 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, CONTRACTOR and subcontractors 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 CONTRACTOR is responsible for all subcontractors' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR further agrees to complete any statements of economic interest if required by either COUNTY ordinance or State law.
- C. The CONTRACTOR 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 CONTRACTOR hereby certifies that the CONTRACTOR or subcontractor and any firm affiliated with the CONTRACTOR or subcontractor that bids on any construction contract or on any Agreement to provide

construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

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

(Include this article in all AGREEMENTs where federal funding will exceed \$150,000. If less than \$150,000 in federal funds will be expended on the AGREEMENT; delete this article and re-number the subsequent articles.)

- A. The CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction

COUNTY OF TULARE
EXHIBIT E
The Fiscal and Federal Provisions Required by Caltrans for Federally Funded Contracts
(Form Revision approved 11-01-2019)

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

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONTRACTOR's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONTRACTOR has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONTRACTOR and its subcontractors 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. CONTRACTOR and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONTRACTOR and subcontractors 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. CONTRACTOR 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. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONTRACTOR, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONTRACTOR 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 CONTRACTOR 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 Subcontractors.
- I.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONTRACTOR's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONTRACTOR or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 3. Does not have a proposed debarment pending; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

COUNTY OF TULARE

EXHIBIT E

The Fiscal and Federal Provisions Required by Caltrans for Federally Funded Contracts
(Form Revision approved 11-01-2019)

- B. Any exceptions to this certification must be disclosed to COUNTY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONTRACTORS 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 4 %. Participation by DBE CONTRACTOR or subcontractors shall be in accordance with information contained in [Exhibit 10- O1: CONTRACTOR Proposal DBE Commitment](#), or in [Exhibit 10-O2: CONTRACTOR Contract DBE Commitment](#) attached hereto and incorporated as part of the AGREEMENT. If a DBE subcontractor is unable to perform, CONTRACTOR must make a good faith effort to replace him/her with another DBE subcontractor, if the goal is not otherwise met.
- C. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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. DBEs and other small businesses, as defined in 49 CFR Part 26 are encouraged to participate in the performance of AGREEMENTs financed in whole or in part with federal funds. The COUNTY, CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this

AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the COUNTY deems appropriate, which may include, but is not limited to:

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

- E. A DBE firm may be terminated only with prior written approval from COUNTY and only for the reasons specified in 49 CFR §26.53(f). Prior to requesting COUNTY consent for the termination, CONTRACTOR must meet the procedural requirements specified in 49 CFR §26.53(f). If a DBE subcontractor is unable to perform, CONTRACTOR must make a good faith effort to replace him/her with another DBE subcontractor, if the goal is not otherwise met.
- F. CONTRACTOR shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of CONTRACTOR) pursuant to prior written authorization of the COUNTY's Contract Administrator.
- G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.
- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the

COUNTY OF TULARE
EXHIBIT E
The Fiscal and Federal Provisions Required by Caltrans for Federally Funded Contracts
(Form Revision approved 11-01-2019)

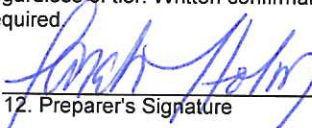
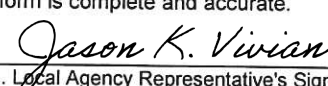
AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

- J. CONTRACTOR shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime CONTRACTOR's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. Upon completion of the AGREEMENT, a summary of these records shall be prepared and submitted on the form entitled, [Exhibit 17-F: Final Report-Utilization of Disadvantaged Business Enterprise \(DBE\) First-Tier Subcontractors](#), certified correct by CONTRACTOR or CONTRACTOR's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONTRACTOR when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" is submitted to the Contract Administrator.
- L. If a DBE subcontractor is decertified during the life of the AGREEMENT, the decertified subcontractor shall notify CONTRACTOR in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the AGREEMENT, the subcontractor shall notify CONTRACTOR in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within thirty (30) calendar days.
- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

Exhibit F
Consultant Proposal DBE Commitment
(Caltrans Exhibit 10-O1)

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: Tulare County Resource Management Agency 2. Contract DBE Goal: 4%
 3. Project Description: Mountain Road 109 Over White River Bridge (BR. No. 46C-0133)
 4. Project Location: 8 Miles Southeast of Fountain Springs
 5. Consultant's Name: Dokken Engineering, Inc. 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Hazardous Waste & ISA Testing	41342	UNICO Engineering, Cesar Montes de Oca, PE - President 110 Blue Ravine Rd, Suite 101, Folsom, CA 95630 T: (916) 900-6623	4%
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	4 %
17. Local Agency Contract Number: <u>TBD</u> 18. Federal-Aid Project Number: <u>BRLO 5946 (114)</u> 19. Proposed Contract Execution Date: <u>TBD</u> 20. Consultant's Ranking after Evaluation: <u>1</u>	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  12. Preparer's Signature 13. Date: <u>05/17/2019</u> 14. Preparer's Name: <u>Sarah Holm</u> 15. Phone: <u>(916) 858-0642</u> 16. Preparer's Title: <u>Project Manager</u>		
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.  21. Local Agency Representative's Signature 22. Date: <u>4/7/2020</u> <u>Jason K. Vivian</u> 23. Local Agency Representative's Name 24. Phone: <u>(559)624-7135</u> <u>Engineer IV</u> 25. Local Agency Representative's Title			

DISTRIBUTION: Original – Included with consultant's proposal to local agency.



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.

Exhibit G

Consultant Contract DBE Commitment
(Caltrans Exhibit 10-O2)

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: Tulare County 2. Contract DBE Goal: 4 %
 3. Project Description: Mountain Road 109 over White River Bridge (Br. No. 46C -0133)
 4. Project Location: 8 Miles Southeast of Fountain Springs
 5. Consultant's Name: Dokken Engineering, Inc. 6. Prime Certified DBE: 7. Total Contract Award Amount: \$367,424.59
 8. Total Dollar Amount for **ALL** Subconsultants: \$42,257.39 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
Hazardous Waste and ISA Testing	41342	UNICO Engineering, Cesar Montes de Oca, PE 110 Blue Ravine Rd, #101, Folsom, CA 95630 (916) 900-6623	\$18,430.27
Local Agency to Complete this Section			
20. Local Agency Contract Number: _____			14. TOTAL CLAIMED DBE PARTICIPATION
21. Federal-Aid Project Number: <u>BRLO 5946 (170)</u>			
22. Contract Execution Date: _____			5 %
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  <u>5/11/2020</u> 15. Preparer's Signature 16. Date Richard T. Liptak (916) 858-0642 17. Preparer's Name 18. Phone CEO 19. Preparer's Title
 23. Local Agency Representative's Signature 24. Date <u>5/14/2020</u> Jason K. Vivian (559) 624-7135			
25. Local Agency Representative's Name <u>Engineer IV</u>			
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.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT

CONSULTANT SECTION

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

LOCAL AGENCY SECTION

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

Exhibit H

Notice to Proposers DBE Information
(Caltrans Exhibit 10-I)

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Contract of _____ 4 _____ %

OR

The Agency has not established a goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract.

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.

B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.

1. Click on the link titled *Disadvantaged Business Enterprise*;
2. Click on Search for a DBE Firm link;
3. Click on *Access to the DBE Query Form* located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.