

Standard Professional Services Agreement (“PSA”)

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement (“Agreement”), dated as of May 24, 2022 (“Effective Date”) is made by and between the County of Sonoma, a political subdivision of the State of California (“County”), and TRC Engineers, Inc. (“Consultant”).

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified Civil Engineering Consulting Firm, experienced in the preparation of preparation of engineering plans and specification and related services; and

WHEREAS, in the judgment of the Department of Transportation & Public Works, it is necessary and desirable to contract for the services of Consultant for design of the Asti Permanent Bridge Crossing Project.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

1. Scope of Services

1.1. Consultant's Specified Services.

Consultant shall perform the services described in Exhibit A attached hereto and incorporated herein by this reference (“Scope of Work”), within the times or by the dates provided for in the Scope of Work and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and the Scope of Work, the provisions in the body of this Agreement shall control.

1.2. Cooperation With County.

Consultant shall cooperate with County and County staff in the performance of all work hereunder.

1.3. Performance Standard.

Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant’s profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant’s work by County shall not operate as a waiver or release of Consultant’s obligations under the Section. If County determines that any of Consultant’s work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4. Assigned Personnel.

Consultant shall assign only competent personnel to perform work hereunder. In the event that at any

time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.

Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County. With respect to performance under this Agreement, Consultant shall employ the following key personnel:

Mark Christensen, PE, Project Manager
Justina Conklin, PE Assistant Project Manager and Lead Roadway Engineer
Cameron Pinkerton, PE Lead Bridge Designer

In the event that any of Consultant's personnel assigned to perform services under this Agreement becomes unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

1.5. Consultant's Reports or Meetings.

1.5.1. Consultant shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for County's Contract Administrator or designated project coordinator to determine, if Consultant is performing to expectations, or is on schedule, to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

1.5.2. Consultant's Project Manager shall meet with County's Contract Administrator or designated project coordinator, as needed, to discuss progress on the project(s).

1.6. Federal Requirements.

Portions of the work under this Agreement may be funded by the County, the State or the Federal Highway Administration (FHWA), and other portions funded by the Federal Emergency Management Agency (FEMA). Work will be separated by funding source through Task Orders, and all applicable federal requirements as set forth in **Exhibit B** "Federal Requirements – FHWA" and/ or **Exhibit C** "Federal Requirements – FEMA" (collectively, the "Federal Requirements") will be incorporated into each Task Order. In the event of any conflict between the body of this Agreement and the Federal Requirements, the Federal Requirements shall control.

2. Allowable Costs and Payments.

2.1. Method of Payment.

The method of payment for this Agreement will be based on actual cost plus a fixed fee. County will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the work. Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the cost proposal approved by County and included within the Scope of Work attached to this Agreement ("Cost Proposal") unless additional reimbursement is provided for by contract amendment. In no event, will Consultant be reimbursed for overhead costs at a rate that exceeds County's approved overhead rate set forth in the Cost Proposal. In

the event, that County determines that a change to the work specified in this Agreement is required, the contract time or actual costs reimbursable by County shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Article 2.9 shall not be exceeded, unless authorized by contract amendment.

2.2. Indirect Cost Rate.

The indirect cost rate included in the Cost Proposal shall be fixed for the duration of this Agreement.

2.3.Fixed Fee.

In addition to the allowable incurred costs, County will pay Consultant a fixed fee of \$10,511.91 for Phase 1. County will pay Consultant a fixed fee of \$177,200.95 for Phase 2 and Phase 3. Consultant will not proceed with Phase 2 or Phase 3 work unless it receives written authorization from the Director of Transportation and Public Works. Consultant understands and agrees that there is no guarantee that Phase 2 and Phase 3 work will be authorized under this Agreement as such work remains subject to County securing a source of funding. The fixed fee is nonadjustable for the term of the Agreement, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

2.4.Transportation & Subsistence.

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

2.5.Milestone Costs.

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

2.6.Progress Payments.

Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee will be included in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the Scope of Work, County shall have the right to delay payment or terminate this Agreement in accordance with the provisions of Article 4 "Termination".

2.7.Payment

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

2.8.Invoices.

Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (a) the task(s) performed; (b) the time in quarter hours devoted to the task(s); (c) the hourly rate or rates of the persons performing the task(s); and (d) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed, including a copy of all invoices paid to sub-consultants for work required included in the prime consultant's invoice. Consultant shall submit a Subconsultant Payment Declaration with each invoice.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County. Invoices shall be emailed to County's Contract Administrator at the following address:

2.9. Contract Value.

The total amount payable by County including the fixed fee shall not exceed \$3,623,847.

2.10. Contingency.

Up to a 10% contingency will be paid for services authorized by County not included in **Exhibit A**; provided, however, that total payments to Consultant do not exceed \$362,385. Work shall not commence on any contingency services until written authorization is received from County.

2.11. Salary Increases.

Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by County's Contract Administrator.

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

2.12. Taxes.

Pursuant to California Revenue and Taxation Code Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this Agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) a limited liability company or partnership with a permanent place of business in California, (3) a corporation, limited liability company or partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by Consultant in order for payments to be made. If Consultant is qualified, then County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, Consultant agrees to promptly notify the County of any changes in the facts. Forms should be sent to County pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement.

- A. This Agreement shall go into effect on Effective Date, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Agreement shall end on **June 30, 2029**, unless extended by contract amendment.
- B. Consultant is advised that any recommendation for contract award is not binding on County until the Agreement is fully executed and approved by County.

4. Termination.

4.1. Termination Without Cause.

Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

4.2. Termination for Cause.

Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3. Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4. Payment Upon Termination.

Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

4.5. Authority to Terminate.

The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Department of Transportation and Public Works Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification.

Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', subconsultants' or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Consultant's or its agents', employees', subconsultants', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. The above defense and indemnity obligations shall be limited, with respect to any design professional services provided and to the extent required by Civil Code Section 2782.8, to claims

that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional.

6. Insurance.

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subconsultants, consultants, and other agents to maintain, insurance as described in **Exhibit D**, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work.

The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work.

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. In addition, the Department Head has authority to execute amendments to construction-related professional services agreements within the limitations specified in Resolution No. 20-0092. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Consultant.

9.1. Standard of Care.

County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release.

9.2. Status of Consultant.

The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above,

Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3.Taxes.

Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In the event County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

9.4.Conflict of Interest

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

9.4.2. Consultant certifies that it has disclosed to County any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. Consultant agrees to advise County of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. In addition, if requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.

9.4.3. Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

9.4.4. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this Agreement shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement.

9.5. Statutory Compliance / Living Wage Ordinance.

Consultant agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.6.Nondiscrimination.

Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of

race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation, gender expression, gender identity, genetic information, or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.7. AIDS Discrimination.

Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.8. Assignment of Rights.

Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.9. Ownership and Disclosure of Work Product.

All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, subconsultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.10. Authority.

The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

9.11. Prevailing Wage.

- A. No Consultant or subconsultant may be awarded an Agreement containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with the DIR must be maintained throughout the entire term of this Agreement, including any subsequent amendments.
- B. Consultant shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this Agreement are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer. 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 Consultant and subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code § 1776 and as defined in 8 CCR § 16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Consultant or subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (a) The information contained in the payroll record is true and correct' and (b) The employer has complied with the requirements of Labor Code § 1771, § 1811, and § 1815 for any work performed by his or her employees on the public works project.
2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the Consultant under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by County at all reasonable hours at the principal office of Consultant. Consultant shall provide copies of certified payrolls or permit inspection of its records as follows: (a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request; (b) A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of County, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to County, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by Consultant; (c) The public shall not be given access to certified payroll records by Consultant. Consultant is required to forward any requests for certified payrolls to County by both email and regular mail on the business day following receipt of the request.
3. Consultant shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by County shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of Consultant or subconsultant performing the work shall not be marked or obliterated.

5. Consultant shall inform County of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 6. Consultant or subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event Consultant or subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to County, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties may be withheld by County from payments then due. Consultant is not subject to a penalty assessment pursuant to this section due to the failure of a subconsultant to comply with this section.
- E. When prevailing wage rates apply, Consultant is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by County.
- F. Penalty.
1. Consultant and any of its subconsultants shall comply with Labor Code § 1774 and § 1775. Pursuant to Labor Code § 1775, Consultant and any subconsultant shall forfeit to 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 this Agreement by Consultant or by its subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§ 1770 to 1780, inclusive.
 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of Consultant or subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of Consultant or subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the Consultant or subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if Consultant or subconsultant had knowledge of the obligations under the Labor Code. Consultant is responsible for paying the appropriate rate, including any escalations that take place during the term of this 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 Consultant or subconsultant.
 4. If a worker employed by a subconsultant on a public works project is not paid the general prevailing per diem wages by the subconsultant, the prime Consultant of the project is not liable for the penalties described above unless the prime Consultant had knowledge of that failure of the subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime Consultant fails to comply with all of the following requirements: (a) The Agreement executed between the Consultant and the subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815; (b) The

- Consultant shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the subconsultant; (c) Upon becoming aware of the subconsultant's failure to pay the specified prevailing rate of wages to the subconsultant's workers, Consultant shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project; (d) Prior to making final payment to the subconsultant for work performed on the public works project, the Consultant shall obtain an affidavit signed under penalty of perjury from the subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the subconsultant's employees on the public works project and any amounts due pursuant to Labor Code § 1813.
5. Pursuant to Labor Code § 1775, County shall notify Consultant on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
 6. If County determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if County did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, Consultant shall withhold an amount of moneys due the subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by County.
- G. Hours of Labor. Eight (8) hours labor constitutes a legal day's work. Consultant shall forfeit, as a penalty to County, twenty-five dollars (\$25) for each worker employed in the execution of the Agreement by Consultant or any of its subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§ 1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in § 1815.
- H. Employment of Apprentices.
1. Where either this Agreement or any subcontract exceeds thirty thousand dollars (\$30,000), Consultant and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices
 2. Consultant and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, Consultant and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the Agreement work. Consultant is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

9.12. Retention of Records/Audit.

For the purpose of determining compliance with California Government Code Section 8546.7, Consultant and subconsultants shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties, including the Consultant's independent certified public accountant, shall make such workpapers and materials available at their respective offices at all reasonable times during the Agreement period and for four (4) 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 Consultant, subconsultants, and Consultant's independent certified public accountant, that are pertinent to the Agreement for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

9.13. Audit Review Procedures.

9.13.1. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by County.

9.13.2. Not later than thirty (30) days after issuance of the final audit report, Consultant may request a review by County of unresolved audit issues. The request for review must be submitted in writing.

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

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

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

1. During a Caltrans' review of the ICR audit work papers created by Consultant's independent CPA, Caltrans will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, County will reimburse Consultant at a provisional ICR until a Federal Acquisition Regulation (FAR) 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 150% - the provisional rate reimbursed will be 90% of the proposed rate.
 - b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
 - c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.
2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.
3. If the Consultant fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.
4. Consultant may submit to County final invoice only when all of the following items have occurred: (a) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (b) all work under this Agreement has been completed to the satisfaction of County; and, (c) Caltrans has issued its final ICR review letter. Consultant must submit its final invoice to County no later than 60 days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other contracts executed between County and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

9.14. Subcontracting.

- 9.14.1. Nothing contained in this Agreement or otherwise, shall create any contractual relation between County and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to County for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly

employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from County's obligation to make payments to the Consultant.

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

9.14.3. Consultant shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to Consultant by County.

9.14.4. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.

9.14.5. Any substitution of subconsultant(s) must be approved in writing by County's Contract Administrator in advance of assigning work to the substitute subconsultant.

9.15. Equipment Purchase and Other Capital Expenditures.

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

9.15.2. For purchase of any item, service or consulting work not covered in Consultant's Cost Proposal and exceeding \$5,000 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.

9.15.3. Any equipment purchased as a result of this Agreement is subject to the following: (1) Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, County shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, Consultant may either keep the equipment and credit County in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established County procedures; and credit County in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by County and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by County; and (2) 2 CFR Part 200 requires a credit to federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

9.16. Rebates, Kickback or Other Unlawful Consideration.

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

9.17. Funding Requirements.

- 9.17.1. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- 9.17.2. This Agreement is valid and enforceable only, if sufficient funds are made available to County for the purpose of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or County Board of Supervisors that may affect the provisions, terms, or funding of this Agreement in any manner.
- 9.17.3. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds.
- 9.17.4. County has the option to terminate the Agreement pursuant to Article 4, or by mutual agreement to amend the Agreement to reflect any reduction of funds.

9.18. Evaluation of Consultant.

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

9.19. Claims Filed By County's Construction Contractor.

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

9.20. National Labor Relations Board Certification

In accordance with Public Contract Code Section 10296, Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

9.21. Retention of Funds.

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

9.21.2. No retainage will be withheld by the County from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

9.22. Contingent Fee.

Consultant warrants, by execution of this Agreement that no person or selling agency has been employed, or retained, to solicit or secure this Agreement upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business. For breach or violation of this warranty, County has the right to annul this Agreement without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9.23. Inspection of Work.

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

9.24. Safety.

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

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

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

10. Demand for Assurance.

Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the

performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments.

All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

To County:

Sonoma County Department of Transportation and Public Works
Attn: Yoash Tilles
2300 County Center Drive, Suite B-100 Santa Rosa, CA 95403
(707) 565-2231
Yoash.Tilles@sonoma-County.org

To Consultant:

Beneficiary Account Name:	TRC Companies, Inc.
Beneficiary Account Number:	2232037090
Routing Number:	211170114 (ACH only)
Bank Name:	Citizens Bank
Remittance Detail Email:	arremitdetail@trccompanies.com
TRC Contact:	Dawn Dostie
TRC Contact Phone Number:	207-660-7222

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article.

13. Miscellaneous Provisions.

13.1. No Waiver of Breach.

The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2. Construction.

To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3. Consent.

Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4. No Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5. Applicable Law and Forum.

This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6. Captions.

The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7. Merger.

This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms.

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9. Time of Essence.

Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**SIGNATURES FOLLOW ON NEXT PAGE -
- THIS SPACE LEFT INTENTIONALLY BLANK -**

CONSULTANT:

By: _____

Name: Mark A. Imbriani

Title: Vice President

Date: _____

COUNTY OF SONOMA:

CERTIFICATES OF INSURANCE ON
FILE WITH AND APPROVED AS
TO SUBSTANCE FOR COUNTY:

By: _____

Technical Writing Specialist

Date: _____

By: _____

Director of Transportation & Public
Works

Date: _____

APPROVED AS TO FORM FOR
COUNTY:

By: _____

County Counsel

Date: _____

AGREEMENT EXECUTED:

By: _____

Chair Board of Supervisors

Date: _____

ATTEST

By: _____

Exhibit A

2. SCOPE OF WORK

General Scope FROM REQUEST FOR PROPOSALS TO PROVIDE ENGINEERING DESIGN & ASSOCIATED SERVICES FOR ASTI PERMANENT BRIDGE CROSSING PROJECT
County Project No. C21901. The RFP published date: February 8, 2022

Consultant services may include, but are not be limited to, the following:

- Bridge design and roadway engineering, including ADA Compliance;
- Quantity calculations;
- Environmental Studies, Reports, and Meetings
- Preliminary right of way engineering, and acquisition support;
- Utility research and coordination, including relocation if required;
- Drainage design; stormwater treatment;
- Lighting design;
- Traffic control;
- Pavement delineation;
- Hydraulic analysis;
- Geotechnical engineering;
- Topographic and boundary surveying;
- Preparation of bid- ready Plans, Specifications, and Estimates (PS&E);
- Assistance with environmental permits and funding requests;
- Bid support; construction support services, including but not limited to shop drawing review and falsework structural calculation check, material submittals and RFI reviews;
- Preparation of record drawings upon project completion.

Close coordination with County and community outreach is expected. Final PS&E shall include preparation of the Notice to Bidders, Bid Book, and RE pending file. The design team shall also, if necessary, provide assistance to the County in the resolution of construction claims submitted by the contractor. All work furnished shall be prepared in conformance with the standards which are current at the time of preparation. Standards include, but are not limited to, County of Sonoma and Caltrans standards, regulations, policies and procedures and in compliance with FHWA requirements, and current AASHTO standards.

Task 1: Project Management

The selected consultant shall be responsible for project management activities throughout the life of the contract. The scope of comprehensive project management includes, but is not limited to:

- Maintaining a Basis of Design document
- Efficiently managing the project schedule and budget
- Setting up and facilitating client meetings
- Interagency meetings, public meetings
- Field reviews
- Other project related meetings

The consultant shall prepare meeting agendas, meeting minutes, identify action items and how they are accounted for, meeting sign in sheets for all meetings, and managing the consultant team involved in the project (“project team”). Managing the project team includes, but is not limited to,

preparing contract paperwork, memos, letters and e-mail, making phone calls and maintaining project files.

On a monthly basis, the consultant shall submit a Work Progress Form, provided by the County. This summarizes accomplishments in the previous month, anticipated work for the next month and key decisions that need to be made to keep the project on schedule. Invoices shall show the original budget, reallocated budget, amount spent to-date, amount spent this period, and percentage spent to date for each task.

Task 1 Deliverables:

- Regularly updated drafts of the Basis of Design document
- Minutes for each meeting
- Regular updates to project schedule.
- Regular updates to project budget.
- Other documents as needed for effective communication and record keeping.

Task 2: Preliminary Engineering

This task will consist of investigatory studies, preliminary design, and all other work necessary to bring the project to 35% design.

Assess Available Information

The consultant shall assess all available information on the project. Such information may include existing drawings, studies and reports, or preliminary engineering performed by others.

Areas of Focus

The consultant shall provide preliminary engineering services or site assessments needed for the following tasks:

- Preparation of the bridge project CEQA documents.
- Identify issues that must be addressed in the design.

Task 2 Deliverables:

- Identify studies necessary for CEQA compliance, perform fieldwork, and produce reports as required
- Preliminary design drawings and reports
- Construction Cost Estimates
- AutoCAD .dwg files of preliminary design drawings

Task 2 County Decision Point:

- Provide 35% PS&E Review Comments

Task 3: Utility Coordination

Consultant shall lead the utility coordination efforts. Tasks include, but are not limited to:

- Organizing a list of utility contacts

- Creating and mailing Utility Letters on the County's letterhead
- Mapping existing utilities
- Identifying potential conflicts
- Designing preliminary utility layouts and identifying possible easements
- Preparing high level estimates of relocation costs for the various utility facilities requiring relocation
- New utility requirements for the new lighting

Task 3 Deliverables:

- Conflict Resolution Plans and Estimates for utility relocations
- Coordination of all utility relocations required for construction with the affected utility companies.

Task 4: Surveying/Mapping/ROW Engineering

The consultant shall be responsible for data collection, mapping and surveying necessary for

preliminary engineering design, cost estimates, right-of-way impacts, and the level of environmental clearance. All surveying and mapping shall comply with the provisions of the Professional Land Surveyors Act, Sections 8700 to 8805 Business and Professions Code, the provisions of the California Coordinate System, Sections 8801 through 8819 of the Public Resources Code and any other applicable code in the State of California. The scope of comprehensive base mapping and surveying includes, but is not limited to, Control Surveys, Aerial Photogrammetry, Limited Design Level Topographic Surveys, Right-of-Way Retracement, and a Record of Survey.

The goals of this task are to: establish project control, acquire site topography data for bridge and road design and develop stream cross section data necessary for hydraulic analysis. Also, to resolve existing Right of Way (ROW) and determine additional ROW needs for the following:

- Stormwater treatment
- ADA compliance
- Staging areas and storage for excess materials generated by construction of the bridge
- Prepare legal descriptions
- Plats and closure calculations for permanent acquisitions and temporary construction easements

Control

Survey vertical control shall be NAVD 88. Survey horizontal control shall be California Coordinate System of 1983, Zone 2, Epoch 2010.0. Where more than one datum is required by multiple agencies the consultant shall prepare the necessary conversion tables to enable the transformation from one datum to another.

Topographic Survey

The topographic survey will be at a drawing scale of 1 inch = 20 feet, with a one foot contour interval. The topographic survey will include at minimum the following facilities and will extend a minimum of 20 feet beyond the edge of pavement:

- Washington School Road within the project limits
- Any potentially effected driveways and intersections
- Russian River:
 - Top of Bank.
 - Ordinary High Water, as defined by Army Corps of Engineers.
 - Thalweg of River
 - Floodplain, as required for Hydraulic Studies
 - Survey shall extend up and down river as required for hydraulic studies
 - Tributaries shall be included where impacted by the project
- New Alignment with additional for conform
- Extents of potential grading
- Include scope for supplementary surveys to collect data on the extents of new discoveries, such as wetlands and environmentally sensitive areas.

Topographic survey shall include all necessary work to produce a topographic map and an electronic surface model compatible with Civil3D, including features such as, but not limited to pavement; utility markings on the pavement, all utility facilities, driveway, trees four(4) inches and larger diameter at breast height, headwalls, bridge, retaining wall or decorative walls, vineyard rows, structures, existing lighting, drainage facilities, pavement delineation, and any other pertinent information that could apply to the project during design.

Right of Way (ROW)

The consultant shall perform the following ROW survey tasks:

- Perform boundary research to locate the existing ROW data
- Perform boundary surveys to search for, locate and tie existing monumentation
- Perform a resolution of the existing road ROW
- Determine additional ROW needs
- Prepare an acquisition map
- Complete a Record of Survey showing the existing ROW and the project centerline(s). The Record of Survey shall show at least two permanent monuments that will survive the construction of the project

This proposal assumes the consultant will procure between 4 - 8 title reports

The consultant will prepare approximately 3 - 6 legal descriptions for permanent ROW acquisition and 3 - 6 legal descriptions for temporary construction easement acquisition. Consultant shall prepare ROW Data sheets per the guidelines in the *Caltrans Right of Way Manual*.

River Cross Sections for Hydrologic Analysis

This will include stream cross sections. Channel cross sections shall be taken at the upstream and downstream faces of both the existing bridge and the proposed bridge. Sections shall also be taken at 100' intervals for 1000' upstream and downstream of the proposed bridge, and at any other locations necessary for completion of hydraulic analysis, at the direction of the hydraulic engineer.

Task 4 Deliverables

- Topographic survey map and electronic surface model compatible with Civil3D

- Acquisition map
- Record of Survey
- Legal descriptions, plats and closure calculations for ROW acquisition
- AutoCAD .dwg file of the topographic survey containing the survey points stream cross section survey Map (1" = 20')

Task 5: Geotechnical Engineering

The consultant shall prepare a geotechnical report for the site as required for the completion of design, construction documents and permit applications. The geotechnical report shall include an evaluation of the effects of any slope erosion or periodic land movements during extreme storm and seismic events; hydrological and soils data, specifically designed for the liquefiable soils at the site; seismic parameters and recommendations for the foundation bridge design.

The consultant's subsurface exploration shall include drilling test borings at key locations, obtaining soil and rock samples for observation and laboratory testing, and measuring the depth to and variation in embankment groundwater levels. The coordination of boring locations must be discussed with the County prior to beginning boring. This task shall include the following:

Planning & Permitting

- Schedule field exploration.
- Field stake boring locations; coordinate utility clearance with Underground Service Alert.
- Obtain Sonoma County Permit and Resource Management Department (PRMD) drilling permit and Caltrans encroachment permits as needed. Drilling operations within the channel (below top of bank to top of bank). Depending on location, this may require additional permits and to be completed only during the dry season. The Consultant will be responsible for paying all the costs associated with these permits.

Traffic Control

Flagmen and portable orange traffic warning signs and cones shall be used to control traffic whenever drilling operations present a potential obstruction to traffic.

Geologic Reconnaissance

- Research published documents, including geologic maps of the site and vicinity.
- Perform an engineering geologic reconnaissance of the channel and surrounding areas. The consultant's reconnaissance will be directed toward identifying and mapping bedrock types, bedding orientation, fracturing, faulting, and other bedrock characteristics, as appropriate.
- Geotechnical Investigations
- Attend a kick off meeting among representatives of the County and consultant (may be available by phone.)
- Consultant shall perform field tests (test pits, borings, geologic reconnaissance or seismic refraction profiles) to collect subsurface information required for foundation design. This shall include locating borings at the project site; marking out field test locations with paint or other acceptable means for Underground Service Alert notification and for utility location; logging earth materials; groundwater depth and the depth of refusal or solid rock if either are

encountered. Each boring site shall be accurately mapped. The number of proposed borings shall be sufficient for the locations of all abutments, bents, retaining walls, and any other foundation and grading work anticipated on the site.

Laboratory Testing

Selected soil and rock samples obtained from the consultant's borings will be subjected to laboratory testing at a certified geotechnical laboratory to assess their pertinent geotechnical engineering characteristics. Tests to be performed include moisture content/dry density, classification, strength, corrosivity, R-value (for pavement design) or any other tests recommended as appropriate by the Design Engineer. Hard rock core pieces of sufficient length will be tested for compressive strength, if practical. In addition, consultant shall also be responsible for providing the following; basic soil characteristics and bearing capacity. Consultant shall also be responsible for testing hazardous materials when pertinent.

Engineering and Geologic Analyses

The consultant shall characterize the creek channel and surrounding terrain in terms of regional and local geological and seismic conditions, including geologic hazards (primarily creek bank stability and channel scour). In consultation with the County, the consultant shall analyze the field and laboratory data and conduct engineering and geologic analyses to provide conclusions and recommendations regarding the bridge foundation design criteria. The consultant will also identify alternatives based on their experience with similar projects and the results of the investigation. The field geology and boring log data will be presented on a geologic map and subsurface profile sheet. Laboratory test data will be presented on the boring logs alongside the samples tested.

The consultant will determine the appropriate seismic design parameters and use an accepted pile analysis for the pile design, as appropriate. The consultant will also prepare an ARS design curve.

The consultant will develop geotechnical criteria for design of the most suitable foundation alternative, including the following:

- Site preparation and grading, including excavation characteristics, suitability of excavated soils within the roadway for re-use as fill, and the treatment of existing fill, expansive and liquefiable soils, as appropriate;
- ARS curves per Caltrans Seismic Design Criteria;
- Foundation design criteria for potential foundation type, including group analyses for Cast-in-Drilled-Hole (CIDH) or driven pile design,
- Pavement sections for asphalt-paved areas;
- Anticipated geotechnical construction problems, if applicable.

Prepare Reports

The consultant shall summarize the results of the investigation, testing, and analysis in a draft report. The draft report shall include recommendations for foundation type, foundation capacity, and retaining structures. The report shall identify any construction conditions or geologic hazards that may be present and need to be addressed. The draft report shall be submitted for the 35% PS&E. After the County has commented on the draft report and all outstanding questions answered the report shall be finalized.

Task 5 Deliverables:

- Preliminary Geotechnical Report
- Geotechnical Report
- Site-specific ARS Curves
- Log of Borings for PS&E

Task 6: Hydrology & Hydraulics

The consultant shall complete the Design Hydrology and Hydraulics Report, Location Hydraulic Study, Floodplain Evaluation Report, Summary Floodplain Encroachment Report, as needed, and to establish the 100-year flood level at the bridge.

Data Collection and Site Review

The consultant shall collect and review any available hydrologic and hydraulic studies prepared for the project area as well as other background information from Sonoma County Water Agency (SCWA) and Federal Emergency Management Agency (FEMA). The consultant shall also conduct site visits to verify stream channel roughness, its constrictions and potential scour.

Hydraulics Analyses

The consultant will develop hydraulic analysis models to incorporate information obtained from its assessment of available information and the creek cross section data from the topographic survey.

The consultant shall evaluate the 50 year and 100 year drainage flows and overtopping event, for existing and proposed conditions of the new bridge and approach roadways. Modeling shall include the 50- and 100-year recurrence events. Flow results shall be used for the existing bridge geometry and calibrated against published data, gauge data, field observations of high water marks and any available anecdotal data.

Documentation

The consultant shall prepare studies and reports that document their findings. The reports will describe methodology used, summarize model output, include creek cross sections in plan and profile view and will delineate the 100-year water level for existing and proposed conditions through the project reach.

The reports shall be prepared in accordance with the format and guidelines presented in the "Checklist for Drainage Studies and Reports," *Local Assistance Procedures Manual* (LAPM): Exhibit 11-E. The draft report shall be submitted for the 35% PS&E. After the County has commented on the draft report and all outstanding questions answered the report shall be finalized.

Design Hydrology and Hydraulics Reports and Studies

In addition to the hydraulics report the following reports shall be prepared: Location Hydraulic Study, Floodplain Evaluation Report, and a Summary Floodplain Encroachment Report.

Task 6 Deliverables

- Hydraulics Report
- Floodplain Evaluation Report
- Summary Floodplain Encroachment Report
- Location Hydraulic Study

Task 7: Environmental

TPW requires complete environmental services including fieldwork, reporting, liaising with stakeholders including various agencies, and all other work necessary to complete CEQA requirements for this project.

TPW understands that during the course of environmental review, additional studies could become necessary, such as further archeological work (Extended Phase 1 etc.) Such work is included within this scope however should not be included in initial Cost Proposals. The inclusion of additional work will be negotiated through an additional cost proposal and contract amendment if the specific situation arises during the performance of this project.

Task 7 Deliverables

- CEQA Clearance
- All necessary permits

Task 8 – Public Outreach

The goal of this task is to assist the County with informing the public about the importance of the bridge replacement project, identify the communities' key issues and concerns and provide information to the community on project.

Facilitate Public Meetings

The consultant shall work closely with County staff to develop meeting agendas, presentations, and meeting materials for up to four public outreach meetings and attend two of the Sonoma County Board of Supervisor's meetings. The consultant shall coordinate and facilitate meetings and keep notes that can be shared with the public after review by County staff.

Facilitate Interim Meetings with Agencies and Key Stakeholder Groups

The Consultant shall be available to coordinate meetings with key stakeholder groups and interested public agencies as needed in addition to formal public meetings.

Database

Develop and maintain a stakeholder database which can be used to efficiently distribute project information.

Surveys

Develop, distribute, and evaluate a survey once the project is structurally developed so that the community can easily give their input on bridge aesthetics and the new alignment.

Distribute Informational Materials to the Community

The consultant will work with County staff to develop and distribute information/educational materials as needed to the community to keep all stakeholders informed of progress on the project.

Media Relations

Assist the County's public information officer with news releases, media advisories or other interactions with the media, as needed.

Task 8 Deliverables

- Stakeholder database
- Community input survey
- Public information materials

Task 9 - 65% PS&E

Bridge/Structural Design Development

The consultant shall preform structural design investigations, analysis, computations, and prepare detailed structural plans for the proposed replacement bridge in accordance with the latest Caltrans bridge design techniques including a Foundation Report and a Location Hydraulic Study. Standard construction materials shall be used in the design of the proposed bridge replacement wherever possible. Where specialized non-standard construction/building materials are required, the consultant shall first obtain approval from the County prior to incorporating them into the design.

The consultant shall confirm and verify the design criteria and loading conditions, then verify the structural adequacy of the selected bridge type.

Permanent, transient and extreme event load cases shall be considered per Caltrans BDS and AASHTO LRFD. For steel structures, an analysis of fatigue loading will be performed. Global analyses shall consider soil-structure interaction.

Project plans prepared by the consultant shall include a complete set of plans at the 65% level. All identified and affected existing utilities shall be accurately indicated on the plans. Plans at 65% should be of sufficient level to start ROW acquisition.

Contract drawings will be developed using AutoCAD 2015 or newer.

Contract Drawings

Contract drawings for the bridge and roadway approaches will include as a minimum:

- General Plan
- General Notes, Index, Std. Plans List
- Approach Plans, Profiles & Sections
- Structure Plans and Elevations
- Drainage Plans and Profiles
- Temporary and Permanent Erosion and Pollution Control Plans

- Foundation Plans
- Abutment Plans, Elevations & Sections
- Abutment Reinforcing Details
- Deck Plans and Reinforcing Details
- Proposed Erection Sequence
- Expansion Joints and Bridge Rails
- Drainage Details
- Log of Test Borings
- Stormwater treatment
- Utility relocations and/or adjustments
- Typical Sections
- Roadway Design Criteria (Traffic Index, Design Speed, etc.)
- Lighting
- Any environmentally sensitive areas, areas of cultural or tribal monitoring
- Traffic Control Plans
- Pavement Delineation Plans

All drawings will be prepared per the most current Caltrans, FHWA and County standards.

Specifications

The consultant will develop project specifications and special provisions from the most current Caltrans and County standards.

Bridge Approach Roadways

The consultant shall perform roadway design in accordance with the latest version of the Caltrans *Highway Design Manual* and the County design standards. Design shall include details for traffic control plans in accordance with the Caltrans *Manual of Uniform Traffic Control Devices*.

Re-alignment at the south and north approaches may be necessary, depending on the project alternative that is selected. Traffic Study shall be prepared to determine capacity needs of the bridge and the intersections within 1,000 feet of the bridge approaches.

The consultant will design the approach roadways and prepare the contract drawings for these. The pavement section, roadside drainage and roadside barriers are included in the design of the bridge approach roadways.

Quality Control and Quality Assurance

A Quality Control (QC) and Quality Assurance (QA) program will be implemented on the project to capture any design or drafting errors.

The consultant shall employ a QC program that consists of checking and back-checking the design calculations and contract plans.

QA entails ensuring that all QC procedures have been followed and that all critical issues have been addressed and resolved.

The 65% PS&E will be submitted after QA/QC has been completed.

Task 8 Deliverables

- 65%PS&E
- 65% Design Calculations

Task 9 County Decision Points

- Provide 65% PS&E review comments

Task 10- 95% PS&E

PS&E shall be 95% complete. Major subtasks for this phase of the work are:

- Incorporate County review comments into the design and bidding documents, if any
- Complete the design documents and bidding documents
- Perform an independent design check

The QC/QA procedures described in Task 8 will be implemented during this task as well, this time with an emphasis on coordination between structural, traffic and utility documents and the elimination of any conflicts between them.

Independent Design Check

The independent design check of the bridge structure shall be performed by individuals that weren't involved in the originating or checking of the design calculations. Where possible, the independent checker shall use alternative methods of design and analysis than used by the designer.

The independent check is complete when the independent checker finishes their calculations, compares results with those of the designer and reconciles all discrepancies between the independent check and the original design.

The 95% PS&E will be submitted when the independent design check is complete. The design of the bridge and approaches is essentially complete at this time.

Task 10 Deliverables:

- 95% PS&E
- 95% Design Calculations
- Independent Design Check

Task 9 County Decision Point:

- Provide 95% PS&E review comments
- The County may hire a bridge consultant to perform a constructability review.

Task 11 - Final (100%) PS&E

This phase begins after the 95% PS&E is submitted and County has responded with comments.

The objective in this task is to provide the design and construction documents the County will use to advertise for bids and administer the bridge construction. PS&E shall be 100% complete.

Major sub tasks for this phase of the work include:

- Incorporate County review comments into the design and bidding documents, if any
- Sign and seal the design and bidding documents.
- Prepare copies of design, design check and bidding documents in the quantities required by the County.

The consultant shall not prepare the deliverable for this task until receiving written authorization from the County.

Task 11 Deliverables:

- (1) Set of reproducible final design plans (printed in black ink on mylar)
- (10) Sets of hardcopy final design plans
- (10) Copies of Specifications (two loose-leaf bound and one printer ready)
- (1) Copy of Engineer's Estimate
- (1) Copy of design check calculations
- (1) Copy of design check quantities
- (2) Copies of Resident Engineer pending file
- (2) Copies of the Geotechnical Report, including the Bridge Foundation Report
- (2) Copies of hydraulic studies and reports
- (1) Flash drive with electronic versions of all Task 10 deliverables itemized above in DWG, MS Excel or MS Word format, Print ready PDF files of same will be provided. Design plans will be provided in AutoCAD and PDF formats.

Task 11 County Decision Point:

- Provide written authorization to proceed

Pre-Construction Engineering Services

The consultant shall remain available to provide assistance during bidding and award. This work may include clarification of contract documents in response to contractor inquiries, preparing addenda and evaluating bids. Pre-construction engineering services shall be included in this proposal.

Construction Support Services

The consultant will be available to provide design support during construction, tasks may include:

- Responding to RFI's
- Reviewing Shop work and falsework drawings
- Claim support
- Reviewing Materials Submittals

Personnel Requirements

Consultant Staff Requirements

The Consultant is responsible to provide fully trained personnel to efficiently perform the work.

Key Staff

Proposers must provide the following Key Staff:

Project Manager

- Licensed Engineer
- Minimum 10 years of experience

Assistant Project Manager

- Licensed Engineer
- Minimum of 5 years experience

Lead Designer

- Licensed Engineer
- Significant Experience in Bridge Design

(Lead Designer can also be the Project Manager or Assistant Project Manager, TPW requests proposers name a minimum of 2 Key Staff)

Key Staff Requirements

1. Key Staff will be named in the Contract Agreement and are expected to remain available for the full contract term
2. Key Staff must be named on the Consultant Cost Proposal (Exhibit 10-H1) and their Actual Hourly Rate should be specified
3. If consultant requires to replace Key Staff, a written request must be submitted to the County Contract Administrator including the resume and updated Cost Proposal (Exhibit 10-H1) for the proposed replacement staff. The substitute personnel shall have the same job classification, as set forth herein or in the Consultant's Cost Proposal, shall not exceed the billing rate, and shall meet or exceed the qualifications and experience level of the previously assigned personnel, at no additional cost to the County. The substitute personnel shall have significant experience in the work involving a similar transportation facility for at a minimum five (5) previous projects, unless otherwise approved by the County Contract Administrator.

Assigned Staff

In response to this RFP, the proposer's cost proposal should list all job classes/ titles that consultant anticipates using to deliver the Scope of Work. Hourly rates for these positions should be listed as a salary range from minimum to maximum.

The Consultant's personnel shall typically be assigned to and remain on specific Task Orders until completion and acceptance of the project/deliverables by the County. Personnel assigned by the Consultant shall be available at the start of a Task Order.

Resumes containing the qualifications and experience of the Consultant's and Subconsultant's personnel, which include existing, additional, and substitute personnel, and copies of their minimum required certifications, shall be submitted to the County Contract Administrator for review before assignment on a project or Task Order.

Method of Payment

The method of payment for this RFP is Cost-Plus-Fixed-Fee.

General Requirements

Consultants should be available to begin work within 2 weeks of contract execution. Once the work begins, the work shall be performed diligently until all required work has been completed to the satisfaction of the County's Contract Administrator or the County's designee.

The County will not reimburse the Consultant for costs to relocate its personnel to the service area of this Contract. Additionally the County will not reimburse the Consultant for per diem costs or out-of-state travel without the prior written approval of the County Contract Administrator

The Consultant may claim reimbursement for providing equipment or supplies. However, such claimed costs shall be in compliance with 48 Code of Federal Regulation (CFR), Chapter 1, Part 31 (Federal Acquisition Regulation - FAR cost principles) and 2 CFR, Part 200, and be consistent with the Consultant's company-wide allocation policies and charging practices with all clients including federal government, state governments, local agencies, and private clients.

The Consultant shall have and provide adequate office equipment and supplies to complete the work required by this Contract. Such equipment and supplies shall include, but not be limited to, the following:

1. Office Supplies.
2. Computers with appropriate software, printers, plotters, fax machines, calculators, data collectors and their necessary attachments and accessories.
3. Data processing systems, software packages, reference materials, or other tools, including hardware and software, used in providing transportation engineering deliverables. This includes, but not be limited to, the following:
 - i. Microsoft Office Software (including, but not limited to, Word, Excel, PowerPoint).
 - ii. Adobe Acrobat Professional version 5 or later.
 - iii. Recording test data.
 - iv. Calculating test results.

The Consultant will provide all necessary tools, instruments, equipment, materials, supplies, and safety equipment required to perform the work identified in each Task Order accurately, efficiently, and safely. The Consultant's personnel will be fully trained in the use of such necessary tools, instruments, equipment, materials, supplies, and safety equipment.

SCOPE OF WORK

In accordance with the COUNTY's RFP, the following Scope of Work (SOW) is based on the SOW included in the RFP. Task numbers have been added to allow easier identification of tasks herein.

Note that while it will not be possible to complete all elements of Tasks 1-9 as part of Phase 1, it is TRC's intent to perform as many tasks as possible during Phase 1 in order to provide the best information possible to the COUNTY for their use in forming a Special Tax Assessment District as described in the RFP.

Procedure for OPTIONAL SERVICES:

If the COUNTY determines that they desire an OPTIONAL SERVICE the COUNTY will provide a written request to the CONSULTANT. Work on these tasks will not proceed without written authorization and Notice to Proceed from the COUNTY. If additional services not described herein become necessary, then these tasks will be presented to the COUNTY at that time.

Within the Scope of Work, the County of Sonoma Department of Transportation and Public Works is referred to as "the COUNTY" and TRC's team is referred to as "the CONSULTANT." This refers to the entire CONSULTANT team consisting of:

Firm	Areas of Expertise
TRC Engineers Inc. (Prime CONSULTANT)	Project Management and project Oversight, Civil and Structural Design
OPAC (DBE)	Structural Design
HDR (WRECO)	Hydraulic & Water Resources Engineering
GPA (DBE)	Environmental
Crawford, Inc	Geotechnical Engineering
Cinquini & Passarino (C&P)	Surveying
OPC	Property Acquisition
Lucy and Company	Public Relations
TJKM	Traffic Studies

TRC, as the prime CONSULTANT will be responsible to the COUNTY for assuring that all necessary tasks are completed by the appropriate team members.

PHASE 1 - PRELIMINARY ENGINEERING & ENVIRONMENTAL

Task 1: Project Management

1.1 Project Kickoff and Scoping

The CONSULTANT will meet with the COUNTY at a pre-design kickoff meeting to review the scope of work, project requirements, and design criteria, obtain additional material and information, and discuss the COUNTY's scheduling and review process.

1.2 Project/Staff Management

The CONSULTANT will be responsible for project management activities throughout the life of the contract. The scope of comprehensive project management includes, but is not limited to:

- Maintaining a Basis of Design document
- Efficiently managing the project schedule and budget
- Setting up and facilitating client meetings
- Interagency meetings, public meetings
- Field reviews
- Other project related meetings
- Managing sub-CONSULTANT staff

Managing the project team includes, but is not limited to, preparing contract paperwork, memos, letters and e-mail, making phone calls and maintaining project files.

1.3 Meetings

The CONSULTANT will prepare meeting agendas, meeting minutes, identify action items and how they are accounted for, meeting sign in sheets for all meetings, and managing the CONSULTANT team involved in the project ("project team").

TRC Project Manager and/or Assistant Project Manager will attend monthly meetings with the County for the 12 month duration of Phase 1 (12 meetings) and bi-monthly meetings with the County during the 24 month duration of Phase 2 (48 meetings)

1.4 Work Progress Form

On a monthly basis, the CONSULTANT will submit a Work Progress Form, provided by the COUNTY. This summarizes accomplishments in the previous month, anticipated work for the next month and key decisions that need to be made to keep the project on schedule. Invoices will show the original budget, reallocated budget, amount spent to-date, amount spent this period, and percentage spent to date for each task.

Task 1 Deliverables:

- Regularly updated drafts of the Basis of Design document
- Minutes for each meeting
- Regular updates to project schedule.
- Regular updates to project budget.
- Other documents as needed for effective communication and record keeping.

Task 2: Preliminary Engineering

This task will consist of investigatory studies, preliminary design, and all other work necessary to bring the project to 35% design.

2.1 Assess Available Information

The CONSULTANT will assess all available information on the project. Such information may include existing drawings, studies and reports, or preliminary engineering performed by others.

2.2 Alignment Alternative Analysis

Areas of Focus

The CONSULTANT will provide preliminary engineering services or site assessments needed for the following tasks:

2.2.1 - Field Review Meeting and PE Form

A separate field review meeting will be scheduled to conduct a visual on-site field investigation to identify existing conditions and confirm initial design assumptions. Environmental and COUNTY and possibly Caltrans staff will be invited. A Field Review form (PES) can be filled out while in the field, identifying the environmental constraints of the project.

2.2.2 - Design Parameters Memo

Identify issues that must be addressed in the design. The CONSULTANT will prepare a Design Parameters memo summarizing all of the design criteria needed for the project including ADT, Design Speed, Geometric cross section, stopping sight distance, superelevation rate, AASHTO references, and any other information that may be necessary to document the design standards.

2.2.3 – Preliminary Alignment Geometry Layout/Profile

The CONSULTANT will develop and refine the layout and the profile of the curved alignment selected by the County from their preliminary work. This alignment will be used for the hydraulic analysis.

2.2.4 – Alignment Alternatives Analysis (OPTIONAL SERVICE)

IF DIRECTED BY THE COUNTY IN WRITING, the CONSULTANT will, with input from the County, develop and analyze alternative alignments and present the most feasible alternative based on the site constraints, public input, AASHTO, Caltrans geometric standards, and the hydraulic drainage patterns (to assure that the adjacent properties are not adversely impacted by the new improvements). The CONSULTANT will examine the alignment alternatives with the goal to optimize right-of-way acquisitions, and sight distance. Typical sections, layout, and profile superelevation diagrams will be created for each alternative. Engineering cost estimates will be developed in a Caltrans 11-page estimate format for each alternative. A preferred alignment will be submitted for County review and approval. The results of the alternatives analysis will be summarized in an Alignment Alternatives Analysis memo.

2.3 Bridge Type Selection Report Preparation (Draft/Final)

The CONSULTANT will prepare a bridge preliminary report. Information from the hydraulic and surveying efforts will be incorporated therein along with other required design data such as alignment, plan and profile, lane and shoulder widths, bridge width, barrier railings, clearances, approach treatment, scour depths, slope protection, utilities, temperature ranges, falsework requirements, preliminary geotechnical input, and aesthetics. This report will follow the format of Caltrans standard Type Selection Report form.

CONSULTANT will evaluate alternative bridge types in an effort to determine the most economical configuration. Types include cast-in-place prestressed concrete box girder, cast-in-place reinforced concrete slab, and precast prestressed concrete I-girder type superstructures. Prices will be included for the alternatives.

The type selection report will document the considerations discussed in the type selection process including aesthetics, environmental impacts, cost, falsework, types of abutments and columns or piers, and types of structures considered. The General Plan Estimates and Type Selection Memos will appear in the same format used by Caltrans' Division of Structures.

This information will be submitted to the COUNTY for evaluation and upon approval will be sent then to utility companies, Caltrans OSLA, and District 4 LSR for review and comment if required.

2.4 Bridge General Plan

Upon receipt of comments, we will incorporate them into the preferred alternative. This structure configuration will then be developed, and a Bridge General Plan prepared.

The Bridge General Plan will then be drafted, and General Plan Estimate prepared in accordance with Caltrans Bridge Design Aids Manual, Chapter 11.

2.5 Prepare 35% Design Plans

Upon receipt of comments on the Type Selection Report the CONSULTANT will incorporate them into the preferred alternative. This structure configuration will then be developed, and a Bridge General Plan (Task 2.4) will be drafted and submitted to the COUNTY for approval. With approval of the General Plan, the CONSULTANT will develop the remaining 35% design plans as described in Task 9.

2.6 General Plan Cost Estimate

The CONSULTANT will prepare the necessary General Plan Cost Estimate for the bridge and road approaches. The General Plan Estimate will be prepared in accordance with Caltrans Bridge Design Aids Manual, Chapter 11. The General Plan Estimates will appear in the same format used by Caltrans' Division of Structures. The Caltrans 11-page preliminary estimate will be generated for the other civil portions of the project, in order to generate the total 35% construction cost estimate.

Task 2 Deliverables:

- Alignment Alternatives Memo and Attachments for three (3) alternatives (OPTIONAL SERVICE)
- Identify studies necessary for CEQA compliance, perform fieldwork, and produce reports as required (PES Form)
- Preliminary (35%) design drawings
- Bridge Type Selection Reports (Draft/Final)
- Bridge General Plan
- Construction Cost Estimates
- AutoCAD .dwg files of preliminary (35%) design drawings

Task 2 COUNTY Decision Point:

- Provide 35% PS&E Review Comments

Task 3: Utility Coordination

CONSULTANT will lead the utility coordination efforts. Tasks include, but are not limited to:

- Organizing a list of utility contacts
- Creating and mailing Utility Letters on the COUNTY's letterhead
- Mapping existing utilities
- Identifying potential conflicts
- Designing preliminary utility layouts and identifying possible easements

- Preparing high level estimates of relocation costs for the various utility facilities requiring
- relocation
- New utility requirements for the new lighting

3.1 Utility Letters

CONSULTANT will follow the Caltrans Utility Coordination Process for avoidance or relocation of public utilities as follows:

- Utility “A” Letter: This letter is sent out to all the utility companies who operate in the area to determine if they have facilities within the project limits. The (COUNTY) will approve the letter of transmittal and receive evidence of mailing. This task will entail compiling a list of utility agencies into a spreadsheet matrix and will also include the initial utility coordination to confirm contacts for each agency. PG&E facility maps can be acquired by emailing PG&E.
- Utility facility maps based upon the information received from Utility Owners will be assembled and incorporated into the base mapping and are verified through topographic surveys.
- Utility “B” Letters: (LAPM Exhibit 13-EX-9) and Location Maps: The “B” Letter will be sent to document the receipt of the facility mapping and incorporation into the project base mapping. PG&E requires an online application to begin utility coordination, where the applicant opens a permit number
- Utility Conflict Maps will be prepared for any facilities that conflict with the proposed construction. Utility Drawings will be part of the plan set.
- A Report of Investigation (LAPM Exhibit 14-E) will be prepared for each existing facility to document their impact (if any) to the proposed construction.
- Utility “C” Letters: A Notice to Owner (LAPM Exhibit 14-D) and if needed an Utility Agreement (LAPM 14-F) will be prepared for each utility that is in conflict. These documents will identify the cost share/liability, timeframes for relocations, and will include Relocation Plans (prepared by the individual utility company). The entire utility package will be complete prior to the Ready to List (RTL) and will be part of the right of way and utility certification.

3.2 Utility Company Coordination

Ongoing coordination with utility agencies for relocation of the facilities will be required to ensure that the facilities are relocated prior to construction. If the utilities will be relocated during construction, the Special Provisions will be written to alert the contractor of the potential Utility work and coordination.

3.3 Conflict Resolution Plans (Utility Sheets)

Utility Conflict Maps (Utility Sheets) will be prepared. Based on information received from the A letter responses, the CONSULTANT will prepare base mapping of the existing utilities and will show these utilities on the plan sheets. As the design progresses, all utilities that are in conflict with the proposed construction will be clearly delineated and the responsible party to relocate the facility will be clearly denoted on the plans.

Unless specifically stated herein, it is assumed that all new or relocated facilities will be designed and constructed by the owners of the utilities.

3.4 Utility Relocation Cost Estimates

CONSULTANT will work with the Utility agencies to estimate the cost of utility relocation construction required for the Project. The utility estimates will include estimates for new utility easements, if required.

Task 3 Deliverables:

- Utility Letters
- Conflict Resolution Plans and Estimates for utility relocations
- Coordination of all utility relocations required for construction with the affected utility companies.

Task 4: Surveying/Mapping/ROW Engineering

The CONSULTANT will be responsible for data collection, mapping and surveying necessary for preliminary engineering design, cost estimates, right-of-way impacts, and the level of environmental clearance. All surveying and mapping will comply with the provisions of the Professional Land Surveyors Act, Sections 8700 to 8805 Business and Professions Code, the provisions of the California Coordinate System, Sections 8801 through 8819 of the Public Resources Code and any other applicable code in the State of California. The scope of comprehensive base mapping and surveying includes, but is not limited to, Control Surveys, Aerial Photogrammetry, Limited Design Level Topographic Surveys, Right-of-Way Retracement, and a Record of Survey.

The goals of this task are to: establish project control, acquire site topography data for bridge and road design and develop stream cross section data necessary for hydraulic analysis. Also, to resolve existing Right of Way (ROW) and determine additional ROW needs for the following:

- Stormwater treatment
- ADA compliance
- Staging areas and storage for excess materials generated by construction of the bridge
- Prepare legal descriptions
- Plats and closure calculations for permanent acquisitions and temporary construction easements

Control

- Survey vertical control will be North American Vertical Datum of 1988 (NAVD 88) as established by GNSS observations. Survey horizontal control will be California Coordinate System of 1983, Zone 2, Epoch 2010.0. Where more than one datum is required by multiple agencies the CONSULTANT will prepare the necessary conversion tables to enable the transformation from one datum to another.

4.1 Topographic Survey

The CONSULTANT will provide utilize a combination of conventional and GNSS land surveying techniques, prepare a topographic survey for engineering purposes at a drawing scale of 1 inch = 20 feet, unless otherwise requested, with a one-foot contour interval. The topographic survey will include the following:

- Topographic survey coverage area will include approximately 1,900 linear feet of Washington School Road for the proposed roadway and bridge improvements. The width of the survey will be approximately 80 feet wide centered approximately on the proposed alignment. This width should adequately cover the existing roadway plus 20 feet beyond the edge of road on each side of the road.
- Topographic survey will also include the following in the Russian River:
 - Russian River.
 - Ordinary High Water, as defined by Army Corps of Engineers.
 - Thalweg of River

- Floodplain, as required for Hydraulic Studies
 - Survey will extend up and down river as required for hydraulic studies
 - Tributaries will be included where impacted by the project
- The alignment will be cross sectioned at intervals of 50 feet. Additional topographic mapping will be collected to adequately depict grade breaks and surface features in the vicinity of the proposed abutment locations and along the river crossing.
 - Topographic survey will include all necessary work to produce a topographic map and an electronic surface model compatible with Civil3D, including features such as, but not limited to; bridge corners and elevations, curb lines, utility boxes, cleanouts, valves, manholes (including rim, invert and pipe information where accessible), utility markings on the pavement, utility poles, driveway locations, sidewalks, trees four (4) inches and larger, retaining wall, and any other pertinent information that could apply to the project during design.
 - Topographic map to horizontally relate to California Coordinate System of 1983, Zone II, Epoch 2017.50.

4.2 Right of Way (ROW) Survey

Task 4.2.1 Right of Way (ROW) (C&P)

C&P will perform the following ROW survey tasks:

A preliminary right-of-way search for Washington School Road was performed and did not result in a right-of-way deed for the roadway. Additional deed and title research will need to be performed as a part of the right-of-way services to confirm the County has right-of-way along the road. If the right-of-way is able to be resolved, C&P will plot the right-of-way on the topographic survey so additional right-of-way needs, if any, can be identified and evaluated by the County and the project team. C&P will perform the following:

- Perform a right-of-way retracement and collect field data in sufficient detail to locate the d right-of-way lines of Washington School Road adjacent to the existing summer bridge. Does not include boundary surveys to locate the sidelines of the adjacent parcels.
- Records research of recorded map and roadway deeds.
- Procure up to eight title reports for the project if needed.
- Locate fence lines, existing iron pipe property corners, and features indicating lines of possession.
- Prepare legal descriptions, plats and calculations for right-of-way acquisitions, if needed.
 - This proposal will assume up to six legal descriptions and plats will be prepared for the acquisition of permanent right-of-way and up to six legal descriptions and plats will be prepared for the acquisition of temporary construction easements.
 - Prepare a Record of Survey in accordance with the Professional Land Surveyors' Act depicting the existing right-of-way and found monumentation. The Record of Survey will show at least two permanent monuments that will survive the construction of the project and will show the existing ROW and the project centerline(s).

4.2.2 – Right of Way Engineering

Determine additional ROW needs

- The CONSULTANT design team will prepare an appraisal map or Right of Way Needs map that is color coded to identify the project site, the existing property boundaries, the existing right of way and easement lines, the proposed right of way, temporary construction easements, and other easements as needed. This map will assist the appraisers in evaluating cost for acquisition. Assumes that acquisition will include 3-6 properties.
- After the 65% submittal, the CONSULTANT design team will establish the Right of Way boundaries and will submit the boundaries for permanent right of way acquisition and temporary

construction easements to the CONSULTANT (C&P). The CONSULTANT will prepare the appraisal mapping, as discussed in Task 4.2.2. The CONSULTANT will coordinate with C&P for the development of the final plats and legal descriptions. CONSULTANT will prepare ROW Data sheets per the guidelines in the *Caltrans Right of Way Manual*.

4.3 River Cross Sections for Hydrologic Analysis

This will include stream cross sections. Channel cross sections will be taken at the upstream and downstream faces of both the existing bridge and the proposed bridge. Sections will also be taken at 100' intervals for 1000' upstream and downstream of the proposed bridge, and at any other locations necessary for completion of hydraulic analysis, at the direction of the hydraulic engineer.

4.4 Survey Control Sheet

The CONSULTANT will prepare a Survey Control Sheet to be included in the Plans that conforms with the standards of Sonoma COUNTY. This sheet will include the survey monuments and controls for the project.

Task 4 Deliverables

- Topographic survey map and electronic surface model compatible with Civil3D
- Acquisition map
- Record of Survey
- Survey Control Sheet
- Legal descriptions, plats and closure calculations for ROW acquisition
- AutoCAD .dwg file of the topographic survey containing the survey points stream cross section survey Map (1" = 20')

Task 5: Geotechnical Engineering

The CONSULTANT will prepare a geotechnical report for the site as required for the completion of design, construction documents and permit applications. The geotechnical report will include an evaluation of the effects of any slope erosion or periodic land movements during extreme storm and seismic events; hydrological and soils data, specifically designed for the liquefiable soils at the site; seismic parameters and recommendations for the foundation bridge design.

The CONSULTANT's subsurface exploration will include drilling test borings at key locations, obtaining soil and rock samples for observation and laboratory testing, and measuring the depth to and variation in embankment groundwater levels. The coordination of boring locations must be discussed with the COUNTY prior to beginning boring. This task will include the following:

5.1 Project Design Team Meetings

CONSULTANT (Crawford) will provide project management and allowance for a principal and/or Senior Project Manager to attend the kick-off meeting and up to six Project Design Team meetings to address geotechnical design elements of the project.

5.2 Preliminary Foundation Report

CONSULTANT (Crawford) will prepare a Preliminary Foundation Report (PFR) addressing the key geotechnical issues and constraints of the proposed project as part of the alternatives analysis and Type Selection. The PFR will include a review of available existing subsurface data in the

project vicinity, published geologic mapping and seismicity data, aerial photographs, preliminary project data and field reconnaissance to identify significant geologic/geotechnical issues. Particular consideration will be given to erosion/stability of the natural slopes in the area. No subsurface exploration will be completed for this task; however, we will obtain surface samples for R-value testing for preliminary pavement design and bulk sieve analysis of channel material for scour assessment performed by others.

The PFR will summarize anticipated earth materials and conditions based on reference data and site exposures; provide seismic input parameters (including ARS Curve consistent with current Caltrans practice); discuss conditions and constraints on likely foundation types (e.g., spread footings, driven piling and cast-in-drilled-hole piling); provide preliminary foundation recommendations bridge foundations; discuss liquefaction and lateral spreading potential; and discuss approach roadway and bank conditions(erosion/stability) and pavement options.

5.3 Coordination, Obtain Permits, and Mark for USA

CONSULTANT (Crawford) will coordinate with the design team and the COUNTY to discuss the project needs and schedule, review existing project data, and review preliminary project data. We will review the project alignment for drill rig access (track or truck), mark exploratory boring location and notify Underground Service Alert (USA). We will obtain the required encroachment, and drilling permits. We will coordinate with the COUNTY for access and confirmation on exploratory boring locations. It is assumed that the client will provide rights-of-entry (if needed) and the encroachment permit fees and bond requirements will be waived.

CONSULTANT (Crawford) will also obtain a California Department of Fish & Wildlife (CDF&W) stream alteration permit to complete borings within the channel. Drilling operations within the channel (below top of bank to top of bank) need to be completed only during the dry season. We expect that drilling for this phase of work can be accomplished with a CDF&W stream alteration permit in advance of NEPA clearance. Based on Crawford's experience, a CDF&W permit can take up to 3 or 4 months to obtain with a geotechnical work window of July to mid-October typically imposed as part of the permit requirements, although other restrictions may also be imposed. For efficiency and to help avoid delays to the project schedule, Crawford expects to perform service for this task early in the project schedule. We will also schedule portions of our fieldwork outside of CDF&W locations early in the design process.

5.4 Traffic Control

Flagmen and portable orange traffic warning signs and cones will be used to control traffic whenever drilling operations present a potential obstruction to traffic. Explorations will be completed within the public right of way along Washington School Road. Fieldwork locations consist of shoulder closures and temporary lane closures with flaggers. For traffic control, the CONSULTANT will use the services of a DBE Contractor.

5.5 Geologic Reconnaissance and Field Exploration

Based on review of published geologic mapping and existing boring data, surface materials at the project site are shown as Quaternary alluvial fan and fluvial deposits with Pleistocene alluvial and marine terrace deposits to the west. CONSULTANT(Crawford) will conduct a subsurface exploration program to characterize the subsurface conditions along the proposed project alignment. CONSULTANT(Crawford) will drill, log and sample 9 exploratory borings to depths ranging from 100 to 140 feet below the existing grade (the shallower borings are proposed at the abutment locations, where loads are expected to be less) and one exploratory boring along the proposed retaining wall to depths ranging from 50 to 60 feet below the existing grade.

The drilling contractor will advance borings with a rubber-tired, truck and/or track mounted drill rig using 6 to 8-inch diameter hollow, solid stem augers, rotary wash methods and/or rock coring methods. Standard Penetration Testing (SPT) and California Modified sampling will be performed within borings to obtain samples and blow count information. Where hard/competent bedrock is encountered, CONSULTANT(Crawford) will also obtain continuous rock core samples and record recovery and rock quality consistent with Caltrans procedures.

CONSULTANT(Crawford) Engineer/Geologist will direct the sampling and log the borings consistent with current Caltrans procedures/requirements. At a minimum, we will sample at 5-foot intervals. We deliver the samples to the laboratory for strength and classification testing. Surface and groundwater conditions will be noted where encountered. The borings will be backfilled per COUNTY requirements.

5.6 Laboratory Testing

CONSULTANT(Crawford) will perform laboratory tests on bulk and relatively undisturbed samples obtained from the exploratory borings. CONSULTANT will use the services of a DBE laboratory for a portion of the laboratory testing. Laboratory tests are expected to include:

- Moisture Content and Unit Weight for bearing capacity and lateral capacity.
- Unconfined compression (soil/rock), and/or Direct Shear testing, for bearing capacity and lateral capacity.
- Sieve analysis, sand equivalent, and plastic index for soil classification and liquefaction assessment.
- Resistance value for pavement design; and
- Resistivity, pH, Sulfate Content and Chloride content for soil corrosivity analysis.

5.7 Engineering and Geologic Analyses

CONSULTANT(Crawford) will perform engineering evaluation and analysis (using computer software where applicable) for the following: bearing resistance, lateral capacity; site seismicity including procedures consistent with current Caltrans Seismic Design Criteria to determine the site acceleration response spectrum (ARS); liquefaction and lateral spreading potential; lateral earth pressure and coefficient of friction to resist sliding; and soil corrosivity.

5.8 Prepare Reports

CONSULTANT(Crawford) will prepare a Draft Foundation Report (consistent with current Caltrans guidelines/format) for review and comment. The report will provide a site/project description, summarize site geology and geologic reconnaissance, subsurface exploration and field and laboratory soil tests, discuss scour considerations (based on Hydraulics report prepared by HDR/WRECO), and include a "Log of Test Borings" (LOTB) drawing. Earth materials and foundation conditions will be discussed including seismic criteria and the design ARS curve. The report will discuss structure foundation conditions/constraints, recommended type, loading of bridge and retaining wall foundation elements, and include construction considerations. The report will also include/address approach roadway site preparation and grading, suitability of on-site soils for re-use as fill, and pavement sections for asphalt-paved areas. Following receipt of all Draft Foundation Report review comments, CONSULTANT(Crawford) will prepare and submit a Final Foundation Report incorporating the comments as necessary. The Draft/Final Foundation Reports will be submitted electronically as Portable Document Format (PDF) files.

Geotechnical Assumptions:

- No contaminated soil or groundwater issues are present that would require containment of the drill cuttings. Drill cuttings will be spread neatly on-site.

- The borings will be backfilled according to the boring permit requirements, typically tremie cement grout.
- Fees will be waived for the County Encroachment Permits.
- Traffic Control will consist of shoulder closures and temporary land closures with flaggers.
- Rights of entry (if needed) will be provided by the COUNTY
- A CDF&W permit will be required for borings drilling within the active channel and can take up to 4 months to obtain with a geotechnical work window of July to mid-October.
- A borrow site evaluation is not included.
- Services during bid/award and construction are not included in this scope.

Task 5 Deliverables:

- Preliminary Foundation Report
- Draft Foundation Report
- Final Foundation Report
- Site-specific ARS Curves
- Log of Borings for PS&E

Task 6: Hydrology & Hydraulics

The CONSULTANT will complete the Design Hydrology and Hydraulics Report, Location Hydraulic Study, Floodplain Evaluation Report, Summary Floodplain Encroachment Report, as needed, and to establish the 100-year flood level at the bridge.

6.1 Hydraulics Project Management and Coordination

CONSULTANT(HDR|WRECO) will attend the project kick off meeting. Additional monthly coordination meetings will be conducted via phone or email, as needed. On a monthly basis, CONSULTANT (HDR|WRECO) will provide the Project Team with invoices and progress reports for the Project.

6.2 Data Collection and Site Review

The CONSULTANT shall collect and review any available hydrologic and hydraulic studies prepared for the project area as well as other background information from Sonoma COUNTY Water Agency (SCWA) and Federal Emergency Management Agency (FEMA). The CONSULTANT shall also conduct site visits to verify stream channel roughness, its constrictions and potential scour.

6.3 Hydrologic analysis

CONSULTANT(HDR|WRECO)'s preliminary research of FEMA's Flood Insurance Study (FIS) indicated there is a detailed study available at the bridge site. CONSULTANT(HDR|WRECO) will coordinate with the Project Team to request the background information of the published effective peak design discharges from FEMA, if available. CONSULTANT(HDR|WRECO) will also calculate the design flows using a second method: regional regression equations or statistical analysis of gage station data.

6.4 Hydraulics Analyses

CONSULTANT(HDR|WRECO) will perform a hydraulic analysis to determine the design flow characteristics for the Project site for the overtopping flood (if applicable), flood of record (if applicable), base flood, and design flood. The hydraulic model of choice will be the U.S. Army Corps of Engineers' Hydrologic Engineering Center's River Analysis System (HEC-RAS) model. The hydraulics at the Project site can be simulated with a two-dimensional (2-D) HEC-RAS

model. A preliminary 2-D model was developed in 2019 for a feasibility study. It is assumed that this preliminary 2-D model will be provided to CONSULTANT(HDR|WRECO) for use in developing the updated hydraulic model. CONSULTANT(HDR|WRECO) will coordinate with the Project Team to request the effective model from FEMA, if available, and to obtain terrain and surveyed channel cross sections to be integrated into the base hydraulic model. CONSULTANT(HDR|WRECO) will coordinate with the County to determine if there is documented anecdotal data or high-water mark observations that can be used to calibrate the hydraulic model.

6.5 Scour analysis

CONSULTANT(HDR|WRECO) will perform a bridge scour analysis to determine the scour potential per the methodology specified in the Federal Highway Administration's (FHWA) HEC-18 manual. Based on current standards, the evaluation of scour would be based on the 100-year storm. CONSULTANT(HDR|WRECO) will make recommendations on the need for scour countermeasures for the proposed bridges per the FHWA's HEC-23 and Caltrans' Highway Design Manual. Key recommendations will be made after conference call work sessions with the other Project Team members.

6.6 Dry weather flow and bypass

CONSULTANT(HDR|WRECO) will calculate construction season flows for the creek during the summer months and provide a recommendation for a temporary culvert size or design water surface elevations for a sheet pile system, which will be incorporated into the temporary creek diversion design concept prepared by the Project Team. The Project Team will provide the begin and end dates as well as the number of seasons for which the diversion will remain in the stream, which will be used as the basis of the calculations.

6.7 Floodplain Evaluation Report

CONSULTANT(HDR|WRECO) will prepare a Floodplain Evaluation Report, which will include the Location Hydraulic Study (same as the Technical Information for the Location Hydraulic Study) and Summary Floodplain Encroachment Report (same as the Floodplain Evaluation Report Summary) forms. The report will document the flood assessments, determine whether there are potential impacts to the floodplains, and discuss avoidance, minimization, and/or mitigation measures.

Documentation

The CONSULTANT will prepare studies and reports that document their findings. The reports will describe methodology used, summarize model output, include creek cross sections in plan and profile view and will delineate the 100-year water level for existing and proposed conditions through the project reach.

The reports will be prepared in accordance with the format and guidelines presented in the "Checklist for Drainage Studies and Reports," *Local Assistance Procedures Manual* (LAPM): Exhibit 11-E. The draft report will be submitted for the 35% PS&E. After the COUNTY has commented on the draft report and all outstanding questions answered the report will be finalized.

6.8 Design Hydrology and Hydraulics Reports and Studies

CONSULTANT(HDR|WRECO) will prepare a Bridge Design Hydraulic Study Report, which will present the methodologies used in the hydrologic, hydraulic, scour, and scour/erosion countermeasure analyses. The report will also summarize the results from the hydrologic, hydraulic, and bridge scour analyses as well as provide recommendations for scour/erosion

countermeasures for the proposed bridge. The report will also include the detailed hydraulic model outputs for the modeled study reach.

Task 6 Deliverables

- Design Hydraulics Report
 - Draft Design Hydrology and Hydraulics Report (PDF)
 - Final Design Hydrology and Hydraulics Report (PDF)
- Floodplain Evaluation Report (Location Hydraulic Studies) (Draft/Final)

Task 6 Hydraulic Assumptions

- CONSULTANT(HDR/WRECO)'s deliverables will be provided in PDF.
- Up to two proposed bridge alternatives will be analyzed.
- CONSULTANT(HDR/WRECO) will request the effective FEMA model from the COUNTY. If the COUNTY does not have the effective model, CONSULTANT(HDR|WRECO) will prepare the Data Request Form for the COUNTY to coordinate with the Floodplain Manager.
- Based on current standards, the strength limit state is used in lieu of a check flood evaluation for scour, and scour will be evaluated with the 100-year flood.

Task 7: Environmental

TPW requires complete environmental services including fieldwork, reporting, liaising with stakeholders including various agencies, and all other work necessary to complete CEQA requirements for this project.

TPW understands that during the course of environmental review, additional studies could become necessary, such as further archeological work (Extended Phase 1 etc.) Such work is included within this scope however should not be included in initial Cost Proposals. The inclusion of additional work will be negotiated through an additional cost proposal and contract amendment if the specific situation arises during the performance of this project.

According to the County's Request for Proposals (RFP) dated February 8, 2022, the project is not eligible for federal Highway Bridge Program funding and will be funded with a mix of local funds and special tax assessment district funds. However, it is understood that future phases of the project (such as permitting and/or construction) may include federal funding. Based on the County's goal of completing Phase I of the project within 12 months, GPA assumes that an abbreviated environmental review would take place for Phase I to inform decision-making related to design of the replacement bridge. Any technical studies and/or environmental documentation required to meet the requirements of the California Environmental Quality Act (CEQA), or National Environmental Policy Act (NEPA), would be completed as part of a future phase, once project design has advanced and funding is available.

As part of the development of this scope of work, CONSULTANT(GPA) has confirmed that the project would require a Section 404 Nationwide Permit from the U.S. Army Corps of Engineers (USACE); therefore, there is a federal trigger for the project and compliance with the National Environmental Policy Act (NEPA) will also be required. It is assumed that the USACE would be the NEPA Lead Agency, and all tasks required for compliance with NEPA have been included as "supplemental tasks" and can be conducted under Phase II to help the COUNTY meet their goal of completing Phase I within 12 months. Should federal funding be identified for the project that includes Caltrans involvement, CONSULTANT(GPA) will prepare a separate scope of work and fee to complete tasks required by Caltrans as the NEPA Lead Agency.

According to Section 15063 of CEQA, a Lead Agency is required to prepare an Initial Study (IS) to determine whether a project could have a significant impact on the environment. Once the IS has been completed, the agency may prepare a Mitigated Negative Declaration (MND) if potentially significant

impacts are identified, but revisions are made to the project that would avoid or mitigate these impacts to a less than significant level. If potentially significant impacts are identified that cannot be mitigated, the Lead Agency must prepare an Environmental Impact Report (EIR). Based on a preliminary review of resources in the project area combined with the COUNTY's goals related to budget and schedule, CONSULTANT(GPA) assumes an IS/MND would be prepared for compliance with CEQA; the COUNTY would ultimately determine the appropriate level of documentation to meet their Lead Agency requirements under CEQA. If an EIR is required for CEQA, or if NEPA documentation is required under Phase I, it would not be possible to complete the environmental process within 12 months.

Phase I Environmental Scope of Work

Task 7.1 Project Initiation

Once a written Notice to Proceed has been issued by the County, GPA will review all existing documentation that is relevant to the project, including existing environmental studies, online resources, and any project design/sketches. GPA will coordinate with the project team to prepare a project description that includes up to two bridge alternatives being considered. GPA will use engineering information to identify the anticipated area of permanent impact for each bridge alternative. The project description, along with associated maps of potential impact areas, would be used to complete the Environmental Constraints Memorandum (ECM).

Task 7.2 Environmental Constraints Memorandum

7.2.1 Records Searches

The CONSULTANT will perform records searches. Once all background information has been collected, GPA will conduct records searches to assist with identification of known environmental resources in the project area. For biological resources, GPA will review available data recorded within and near the project area, including all special-status plant and wildlife species with the potential to be in the project area. This review will include conducting searches in databases such as the California Natural Diversity Database (CNDDB), the National Wetlands Inventory (NWI), and California Native Plant Society database. Additionally, a list of special-status species with the potential to be in the project area will be requested from the United States Fish and Wildlife Service (USFWS).

As a sub-consultant to GPA, Duke Cultural Resources Management (DUKE) will conduct a 1/2-mile radius cultural resources records search through the Northwest Information Center located at Sonoma State for cultural resources and the University of California Museum of Paleontology, housed at UC Berkeley for paleontology. Finally, GPA will search the Geotracker Database to identify previously recorded hazardous materials.

7.2.2 Field Surveys

The CONSULTANT will perform field surveys. It is assumed that field surveys only for biological resources would be required to complete the ECM. All other environmental topic areas would be addressed through records searches.

In the last week of May, 2022, GPA will survey the area identified during project initiation (direct area of impact) for plant and wildlife species, their signs, and/or potential habitat. GPA will inventory all botanical and wildlife resources observed in the direct area of impact and will identify and record all existing vegetation communities in this area in accordance with CDFW's Guidelines for Assessing the Effects of Proposed Projects on Rare, Threatened, and Endangered Plants and Natural Communities. GPA will assess the potential for special-status species to be in the direct area of impact during project-level surveys.

In addition, GPA will delineate jurisdictional wetlands and waters of the United States (U.S.), as defined by the United States Army Corps of Engineers (USACE), State Water Resources Control

Board, and California Department of Fish and Wildlife (CDFW). To identify the boundaries of the waters of the U.S., the ordinary high-water mark will be identified for the Russian River within the project area using the USACE's 2010 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region (Version 2.0) (Regional Supplement). The actual presence or absence of wetlands will be verified through an analysis of hydrologic conditions, hydrophytic vegetation, and hydric soils in accordance with the USACE's Regional Supplement and its 1987 Corps of Engineers Wetlands Manual. The spatial limits of all wetlands and/or other waters of the U.S. and state will be mapped according to USACE minimum mapping standards.

7.2.3 Mapping & Reporting

Upon completion of the database/documents review and site surveys, GPA will prepare a draft ECM, which will be a brief memorandum identifying the potential environmental issues, constraints, and opportunities identified along the corridor. The ECR will present a brief discussion of each major environmental topic area, including: aesthetics, air quality, biological resources, cultural resources, hazardous materials, water quality, land use/planning, noise, public services, recreation, transportation/traffic, and utilities and service systems. If requested, the ECM will also identify the anticipated level of environmental documentation that may be required for both CEQA, and if applicable, NEPA, as well as resource agency permits that may be required. The ECM will support the identification of feasible alternatives that minimize impacts on environmental resources to the extent feasible. The ECM will include an environmental constraints map that shows all known environmental resources, including vegetation communities and limits of agency jurisdiction.

Task 7.3 Meetings

Based on our current understanding of the project, it is anticipated that the Phase 1 environmental process would last approximately 4 months. GPA will attend one virtual kick-off meeting with the project team and three additional monthly meetings with the project team as needed to support the environmental process and/or discuss results of the ECM. It is assumed that agendas and meeting notes would be prepared by others.

Task 7.4 Env Project Management & Engineering Support

Throughout the environmental process GPA will maintain a clear line of communication with the project team, and will conduct regular status checks to ensure all tasks are on schedule and within budget. The GPA Project Manager will prepare a monthly progress report for each task.

Phase 1 Assumptions

This scope of work has been prepared based on the following assumptions:

- *An ECM will be prepared to identify known environmental resources for the purpose of informing a bridge alternative that may reduce impacts to these resources. No environmental technical studies or CEQA/NEPA document would be prepared as part of this effort.*
- *Preliminary design will be provided to GPA in CAD or ShapeFiles for each bridge option in order to establish an appropriate area of direct impact.*
- *Field surveys would be conducted in the direct impact area for up to two proposed bridge alternatives. If surveys of additional areas are needed, this would be provided under a separate scope and cost.*
- *Biological field surveys would be conducted in two days by four biologists.*
- *Legal and physical access would be provided to GPA at no cost to GPA.*

- *Focused protocol-level surveys will not be required to determine the presence/absence of special-status wildlife species. If focused surveys are required, GPA will provide an additional scope of work and cost for this effort.*

Phase II Environmental Scope of Work

7.5 Project Management

Throughout the environmental process CONSULTANT(GPA) will maintain a clear line of communication with the project team and will conduct regular status checks to ensure all tasks are on schedule and within budget. The CONSULTANT(GPA) Project Manager will prepare a monthly progress report for each task. CONSULTANT(GPA) will also maintain electronic copies of the complete environmental record of the project and will provide the COUNTY with a copy of all documentation.

7.6 Environmental Meetings

Based on our current understanding of the project, it is anticipated that the environmental process would last approximately 12 months. CONSULTANT(GPA) will attend one virtual meeting per month with the project team as needed to support the environmental process. It is assumed that agendas and meeting notes would be prepared by others.

7.7 Environmental Engineering Support

CONSULTANT engineering team will assist the CONSULTANT(GPA) in developing the Project Description, creation of the APE map, review of environmental reports, preparation of impact maps for the biological studies, and assisting with general environmental impact questions, including calculating impact areas needed to support the environmental documents through CEQA and NEPA.

7.8 Aquatic Resources Delineation

CONSULTANT(GPA) will delineate jurisdictional wetlands and waters of the U.S., as defined by the USACE, State Water Resources Control Board, and California Department of Fish and Wildlife (CDFW). To identify the boundaries of the waters of the U.S., the ordinary high-water mark will be identified for the Russian River within the Biological Study Area (BSA) using the USACE's 2010 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region (Version 2.0) (Regional Supplement). The actual presence or absence of wetlands in the BSA will be verified through an analysis of hydrologic conditions, hydrophytic vegetation, and hydric soils in accordance with the USACE's Regional Supplement and its 1987 Corps of Engineers Wetlands Manual. The spatial limits of all wetlands and/or other waters of the U.S. and state will be mapped according to USACE minimum mapping standards.

CONSULTANT(GPA) will summarize existing site conditions on waters of the U.S. and waters of the state in an Aquatic Resource Delineation report. The report will summarize the location of wetlands and other waters under jurisdiction of the USACE, Regional Water Quality Control Board (RWQCB), and CDFW within and immediately adjacent to the project area. The report will be used to assist the design team in avoiding impacts to jurisdictional areas, provide the jurisdictional information necessary for the supporting project environmental documentation, and support the applications for regulatory permit authorizations.

7.9 Biological Resources Assessment

CONSULTANT(GPA) will review available data on biological resources recorded within and near the project area, including all special-status plant and wildlife species with the potential to be in

the project area. CONSULTANT(GPA) will utilize the background data and project design plans to delineate the BSA, which will be used as the boundary for field surveys and project analysis.

CONSULTANT(GPA) will survey the BSA for plant and wildlife species, their signs, and/or potential habitat. CONSULTANT(GPA) will inventory all botanical and wildlife resources observed in the BSA and will identify and record all existing vegetation communities in this area in accordance with CDFW's *Guidelines for Assessing the Effects of Proposed Projects on Rare, Threatened, and Endangered Plants and Natural Communities*. According to a CNDDDB search for protected and special-status species recorded within the vicinity of the project area (Ventura 7.5 Minute Quadrangle (Quad) and immediate surrounding quads) and a USFWS iPAC species list, there may be potential for federally and state listed threatened or endangered species to be in the project area based on geographical distribution and known occurrences. CONSULTANT(GPA) will assess the potential for these and other special-status species to be in the BSA during project-level surveys.

CONSULTANT(GPA) will summarize the results of the research and surveys studies in a Biological Resources Assessment (BRA). The BRA will include a discussion of the existing biological resources in the BSA, potential project impacts on these resources, and proposed measures to avoid, minimize, and or mitigate these impacts. The BRA will provide conclusions regarding project impacts on federally and/or state threatened or endangered species and will outline any future protected species consultations that may be required with resource agencies to obtain project approvals and environmental permits.

7.10 Cultural and Paleontological Resources

As a sub-consultant to GPA, Duke Cultural Resources Management (DUKE CRM) will conduct cultural and paleontological research, a field survey, Native American outreach support in compliance with AB52, and prepare a cultural/paleontological resources report for compliance with CEQA. DUKE CRM assumes negative results for cultural resources; however, an Extended Phase I Survey is included as an optional task in the event it would be required to meet the COUNTY's Lead Agency requirements.

Cultural and paleontological resource assessment of the project area will consist of a 1/2-mile radius cultural resources records search through the Northwest Information Center located at Sonoma State for cultural resources and the University of California Museum of Paleontology, housed at UC Berkeley for paleontology, additional research, Native American scoping, a field survey and a report of findings. An intensive archaeological and paleontological pedestrian survey of the project area will be conducted by cross-trained staff with transects no more than 15 meters apart.

DUKE CRM will prepare AB52 letters to be reviewed and approved by the COUNTY and send the letters to Native American groups via U.S. Certified Mail on behalf of the COUNTY. Four weeks after the letters are sent, DUKE CRM will make follow up emails/phone calls to Native American groups in order to determine which groups would like to consult with the COUNTY. From this point, consultation will take place between the COUNTY and each Native American group, if requested.

Results of the research and field assessment will be presented in a combined cultural/paleontological technical report. It will include management summary, introduction, project description, setting, methods, results, analysis, impacts, and recommendations section. In addition, the report will include site photos, and project maps.

7.11 Initial Site Assessment (ISA)

CONSULTANT(CRAWFORD) will prepare an Initial Site Assessment (ISA) to evaluate the project site and adjacent properties for evidence of recognized environmental conditions (RECs)

and/or potential RECs that may significantly impact the project. The ISA will be prepared in accordance with the procedures set forth in Caltrans' Standard Environmental Reference, Chapter 10. This scope excludes aerially deposited lead (ADL) since the project is not expected to involve old roadways where leaded gasoline might have resulted in accumulation of significant lead concentrations.

The ISA will include:

- Review and discuss the project with the Sonoma County and the design team.
- Review available project documents and reports, including APN parcel maps, site geology and ground water data, for evidence of suspected or known contamination/hazardous materials issues (such as pesticide usage, orchards, etc.).
- Conduct a limited site reconnaissance to observe current land use and indications of potential contamination at the site, and to view publicly accessible portions of the adjacent properties.
- Review owner representative provided information, if available, regarding past and present operations conducted on the property to assess the potential for RECs.
- Review historical aerial photographs, topographic maps, and soil maps of the sites and surrounding properties for indications of site use and potential sources of contamination.
- Conduct a review of federal, state, and city records for indications of the use, misuse, or storage of hazardous and/or potentially hazardous materials on or near the site. The federal, state, and city database search will be provided by a professional record check service.
- Prepare a report summarizing the findings of our review, site reconnaissance, property owner interviews, historical photograph evaluation, and regulatory records review. We will address identified potential contamination and hazardous material impacts to provide recommendations and determine additional investigation and analysis.

7.12 Initial Study with Mitigated Negative Declaration

Following completion of the technical studies, CONSULTANT(GPA) will reference the results of the analysis, as well as other background research, to prepare an Administrative Draft IS, consistent with CEQA Guidelines Appendix G and in a format acceptable to the COUNTY. The document will include all required sections for an IS and will address on-site and off-site impacts of the project. CONSULTANT(GPA) will submit the Administrative Draft IS to the COUNTY and will address any comments received prior to public circulation of the document.

Once the Administrative Draft IS has been reviewed and approved by the COUNTY, CONSULTANT(GPA) will finalize the Draft IS (with anticipated MND) and circulate the document to the public for the 30-day public review period. CONSULTANT(GPA) will coordinate with the COUNTY to meet the State Clearinghouse requirements for electronic submittals, including preparation of a submittal portal. CONSULTANT(GPA) will also prepare a Notice of Completion and Notice of Intent. CONSULTANT(GPA) assumes that any notifications related to availability of the document for comment, including mailings, newspaper publications, etc. would be completed by the COUNTY. Further, CONSULTANT(GPA) would not be required to attend any public hearings during circulation of the environmental document.

Following circulation of the Draft IS (with anticipated MND), CONSULTANT(GPA) will coordinate with the COUNTY to prepare responses to any public comments received (as appropriate) and incorporate the responses and any required revisions into the document. CONSULTANT(GPA) will then prepare a Final IS, including a Mitigation Monitoring and Reporting Program, and submit it to the COUNTY for review. CONSULTANT(GPA) will coordinate as needed to make further revisions and obtain approval to finalize the document. Upon completion of the Final IS, CONSULTANT(GPA) will coordinate with the COUNTY to obtain a Notice of Determination

(NOD) for the project within five days of approval and will file the NOD with the COUNTY Clerk to begin the 30-day posting period.

7.13 Regulatory Permitting

7.13.1 - Clean Water Act Section 404 Nationwide Permit

The project will require dredge and fill within the Russian River, which is under jurisdiction of the USACE. CONSULTANT(GPA) will prepare a Section 404 Nationwide Permit Pre-construction Notification package (Nationwide Permit 14) for submittal to the USACE. The application will include a brief description of the project, an assessment of impacts on waters of the U.S., measures and best management practices to minimize impacts on waters of the U.S., a proposed mitigation plan, and other pertinent project information, as required by the USACE. CONSULTANT(GPA) will coordinate with the COUNTY and USACE as needed to obtain the 404 authorization. CONSULTANT(GPA) will also coordinate and attend a site visit with the USACE to discuss the project and proposed avoidance, minimization, and mitigation measures to streamline the permitting process.

7.13.2 - Clean Water Act Section 401 Certification

The project will require dredge and fill within the Russian River, which is under jurisdiction of the RWQCB. CONSULTANT(GPA) will prepare an application for a Section 401 Water Quality Certification for submittal to the RWQCB. The package will include the appropriate application form, a brief description of the project, best management practices, project impacts, and other pertinent project information, as required by the RWQCB. CONSULTANT(GPA) will also coordinate and attend a site visit with the RWQCB to discuss the project and proposed avoidance, minimization, and mitigation measures to streamline the permitting process, as well as coordination efforts related to two separate permits. If feasible, the meeting will be conducted concurrent to the meeting with the USACE.

7.13.3 - California Fish and Game Code 1602 Streambed Alteration Agreement

The project will require streambed alteration within the Russian River, which is under jurisdiction of the CDFW. CONSULTANT(GPA) will prepare a Streambed Alteration Notification package for submittal to the CDFW. The package will include the appropriate application form, a brief description of the project, best management practices, project impacts, and other pertinent project information, as required by the CDFW. CONSULTANT(GPA) will also coordinate and attend a site visit with the CDFW to discuss the project and proposed avoidance, minimization, and mitigation measures to streamline the permitting process. If feasible, the meeting will be conducted concurrent to the meeting with the USACE and RWQCB.

7.14 Regulatory Permitting Engineering Support

CONSULTANT design team will assist CONSULTANT(GPA) in preparing permitting applications by providing impact areas, corresponding plan sheets and exhibits to help support the permitting applications. CONSULTANT design team will also assist CONSULTANT(GPA) in responding to agency comments from the permitting packages which will include providing responses/resolution in a response to comments form, calculating more specific impact areas to resolve the agency's comments/concern. It is assumed that three set of comments will be provided for each application.

7.15 Resource Protection and Mitigation Planning

7.15.1 Temporary Impacts Restoration/Revegetation Plan

CONSULTANT(GPA) will prepare a Temporary Impacts Restoration/Revegetation Plan (Revegetation Plan) detailing the revegetation activities to be completed following temporary

impacts on jurisdictional areas, including wetlands and riparian habitats, during construction of the project. The Revegetation Plan will outline the proposed restoration methodology, timing, plant palette, success criteria, invasive species control, site stabilization, performance standards, maintenance requirements, and monitoring requirements/timing. The Revegetation Plan will include an assessment of existing conditions within the proposed restoration areas; a summary of prior management activities; the qualitative/quantitative monitoring data related to proposed success criteria; any recorded observations or signs of listed or proposed species within proposed restoration areas; revegetation area map; and a summary of any problems encountered during management and/or monitoring and remedial measures implemented to correct problems or deficiencies in the restoration plan. CONSULTANT(GPA) will coordinate as needed with the COUNTY and regulatory agencies for development, review, and approval of the Revegetation Plan. If warranted, a site visit will be coordinated with the regulatory agencies to facilitate the process.

7.15.2 Habitat Mitigation and Monitoring Plan

To compensate for permanent impacts on CDFW jurisdictional features CONSULTANT(GPA) will prepare a Habitat Mitigation and Monitoring Plan (HMMP) detailing the restoration activities. The plan will include a planting palette with plant size and and/or seeding rate; maintenance and monitoring of the restored area; recontouring specifics; measures for soil compaction; collection, storage, and replacement of topsoil; seed collection procedures; planting schedule; a description of irrigation methods; measures to control non-native and invasive plants and wildlife; success criteria; reporting schedule; adaptive management program; and contingency measures.

7.15.3 Tree Protection Plan

CONSULTANT(GPA) will prepare a Tree Protection Plan (TPP) detailing specific measures to protect trees during construction. CONSULTANT(GPA) will conduct tree surveys in the project impact area that include recording the tree species, trunk diameter at breast height (DBH), and GPS location of all live, CDFW jurisdictional trees sized three inches or greater at DBH that are growing within the engineer-provided impact limits. The TPP will include standard measures to be implemented prior to construction or disturbance. The TPP will also address requirements for offsetting or mitigating impacts on protected trees, such as transplanting or planting replacement trees. If requested, CONSULTANT(GPA) will create a figure displaying the jurisdictional tree locations within the proposed tree removal limits. CONSULTANT(GPA) will provide additional coordination should CDFW have questions regarding the proposed jurisdictional tree removals.

The following Tasks (7.16 through 7.19.2) are OPTIONAL SERVICES and will be addressed at the time they are determined to be necessary as described at the beginning of this scope of work under "Procedure for OPTIONAL SERVICES".

7.16 Environmental Commitments Record (OPTIONAL SERVICE)

IF DIRECTED BY THE COUNTY IN WRITING, the CONSULTANT will prepare an Environmental Commitments Record.

It is anticipated that the final environmental document prepared during Phase II will include environmental commitments for various environmental topic areas; at this time the number and nature of the environmental commitments are unknown. GPA will update and maintain the environmental commitments record (ECR) and will document completion of all environmental commitments throughout the contract period. GPA will update and maintain both electronic and hard copies of the ECR and all documentation associated with environmental compliance. If an EIR is prepared for the project, the scope and cost associated with this task will need to be renegotiated.

7.17 Cultural and Paleontological Resources (OPTIONAL SERVICE)

IF DIRECTED BY THE COUNTY IN WRITING, the CONSULTANT will perform Cultural and Paleontological Resources research.

As a sub-consultant to GPA, Duke Cultural Resources Management (DUKE CRM) will conduct cultural and paleontological research, a field survey, Native American outreach support in compliance with AB52, and prepare a cultural/paleontological resources report for compliance with CEQA. DUKE CRM assumes negative results for cultural resources; however, an Extended Phase I Survey is included as an optional task in the event it would be required to meet the County's Lead Agency requirements. Cultural and paleontological resource assessment of the project area will consist of a 1/2-mile radius cultural resources records search through the Northwest Information Center located at Sonoma State for cultural resources and the University of California Museum of Paleontology, housed at UC Berkeley for paleontology, additional research, Native American scoping, a field survey and a report of findings. An intensive archaeological and paleontological pedestrian survey of the project area will be conducted by cross-trained staff with transects no more than 15 meters apart. DUKE CRM will prepare AB52 letters to be reviewed and approved by the County and send the letters to Native American groups via U.S. Certified Mail on behalf of the County. Four weeks after the letters are sent, DUKE CRM will make follow up emails/phone calls to Native American groups in order to determine which groups would like to consult with the County. From this point, consultation will take place between the County and each Native American group, if requested. Results of the research and field assessment will be presented in a combined cultural/paleontological technical report. It will include management summary, introduction, project description, setting, methods, results, analysis, impacts, and recommendations section. In addition, the report will include site photos, and project maps.

7.17.1 Extended Phase I Survey (OPTIONAL SERVICE)

IF DIRECTED BY THE COUNTY IN WRITING, the CONSULTANT will perform an Extended Phase I Survey.

If the research and/or field survey identifies an archaeological site, or the high likelihood of a site, within or adjacent to the project, an Extended Phase I (XPI) Report may be warranted. The purpose of the XPI is to determine if there is a buried archaeological site within the boundaries of the project. The XPI is a limited excavation with the purpose of quickly determining if a buried archaeological site is present or absent and if Phase II archaeological evaluation is warranted. The XPI includes a brief research design (XPI Proposal), coordination/consultation with any other involved agencies, Native Americans and/or other interested public, limited archaeological excavation; limited laboratory analysis; curation of materials collected; and a detailed technical report. As there is currently no way of knowing how the number or nature of excavation that may be required under this task, a fee estimate has been provided but would likely need to be revised once the cultural technical studies have been completed.

7.17.2 Cultural Resources, Native American Study (NEPA) (OPTIONAL SERVICE)

IF DIRECTED BY THE COUNTY IN WRITING, the CONSULTANT will perform a Cultural Resources, Native American Study.

Based on previous experience with the USACE, they typically conduct their own Native American outreach for federally recognized Tribes. If the USACE does request consultation under Section 106 by the County, DUKE CRM will prepare letters and make follow-up phone calls and/or email to interested Tribes. Consultation under Section 106 of the National Historic Preservation Act (NHPA) often times follows the required

consultation under CEQA and would likely be a separate task.

7.18 Historic Resources (OPTIONAL SERVICE)

7.18.1 Historical Resources Technical Report (OPTIONAL SERVICE)

IF DIRECTED BY THE COUNTY IN WRITING, the CONSULTANT will investigate Historic Resources as follows:

If avoidance of adjacent agricultural parcels cannot be achieved, evaluation of these properties would be required to determine if they are eligible for listing in the California Register of Historical Resources and, therefore, considered to be historical resources for the purposes of CEQA. GPA will prepare a CEQA Historical Resources Technical Report, including field survey, documentation, and evaluation of potential historical resources in the project area, and analysis of project impacts against the CEQA thresholds for significance.

7.18.2 Section 106 Historic Property Technical Report (NEPA) (OPTIONAL SERVICE)

IF DIRECTED BY THE COUNTY IN WRITING, the CONSULTANT will prepare a Section 106 Historic Property Technical Report.

A USACE permit is anticipated to be necessary for the project, which would make it a federal undertaking. Using the CEQA Historical Resources Technical Report as a baseline, GPA would augment that analysis to meet the necessary requirements of USACE and the State Historic Preservation Officer for review pursuant to Section 106 of the NHPA. GPA would prepare a Section 106 Historic Property Technical Report, including preparation of an Area of Potential Effect Map, outreach to potentially interested parties, summary of identified historic properties, and application of the Criteria of Adverse Effect to the undertaking. If an Adverse Effect is identified, a Memorandum of Agreement between USACE and SHPO would be required to resolve adverse effects.

7.19 Endangered Species Consultation (OPTIONAL SERVICE)

IF DIRECTED BY THE COUNTY IN WRITING, the CONSULTANT will perform the

7.19.1 California Endangered Species Act (OPTIONAL SERVICE)

Under the California Endangered Species Act (CESA), if the project may affect a state-listed species, consultation with the CDFW is required. Based on existing site conditions, CESA consultation may be required with CDFW for impacts on coho salmon - central California coast ESU, and steelhead - central California coast DPS, and foothill yellow-legged frog (*Rana boylei*). If take cannot be avoided, then a consistency determination and/or incidental take permit may be required. If required, GPA will prepare the request for a Consistency Determination or Incidental Take Permit application and will coordinate with the County for review and submittal of the consultation initiation package/Incidental Take Permit application to CDFW. If requested, GPA will attend internal meetings and/or agency meetings held as part of the consultation process. GPA will provide ongoing support to the County to streamline the CESA consultation processes, including preparation of supplemental information requested by the agencies.

7.19.2 Federal Endangered Species Act (OPTIONAL SERVICE)

Based on existing site conditions, Section 7 consultation may be required with USFWS for the California red-legged frog (*Rana draytonii*) and NOAA Fisheries for coho salmon - central California coast ESU (*Oncorhynchus kisutch* pop. 4), and steelhead - central California coast DPS (*Oncorhynchus mykiss irideus* pop. 8), because of their potential to be in the project area. If take can be avoided for these species, informal consultation will be adequate for compliance with

the Federal Endangered Species Act (FESA) Section 7 requirements. However, if take of these species cannot be avoided, then formal consultation with USFWS and NOAA Fisheries may be required. GPA will coordinate with the County and USACE to prepare the Section 7 Consultation initiation package, including the Biological Assessment, and will coordinate for review and submittal of the Section 7 consultation initiation package to USFWS and NOAA Fisheries. If requested, GPA will attend internal phone meetings and/or agency phone meetings held as part of the consultation process. GPA will provide ongoing support to the County to streamline the FESA consultation processes, including preparation of supplemental information requested by the agencies.

7.20 Contract Specifications and Special Provisions

CONSULTANT(GPA) will assist the COUNTY with ensuring that design-related avoidance and minimization measures are successfully integrated into project plans and contract specifications. Specifically, CONSULTANT(GPA) will review the draft bid package to ensure all relevant CEQA obligations and permitting requirements have been adequately incorporated.

CONSULTANT(GPA) will review the draft and make direct additions, supplemental comments and/or create specialized, non-standard environmental specifications in tracked changes. Following the review, CONSULTANT(GPA) will coordinate with the design engineer and the COUNTY to make any required changes.

This scope of work has been prepared based on the following assumptions:

- The NEPA Lead Agency would prepare any documentation required for compliance with NEPA.
- Detailed studies will be conducted for one build alternative.
- Following coordination with technical specialists as part of the development of this scope, GPA assumes no technical studies would be required related to hazardous waste, noise, or farmlands. These topic areas would be covered in the environmental document without stand-alone studies.
- The equivalent of 35 percent plans will be provided prior to initiating technical analysis.
- Legal and physical access would be provided to GPA for all necessary field surveys, at the appropriate time of year, at no cost to GPA.
- Surveys will be conducted during a time of year when special-status plant species are blooming, if feasible. Survey conducted outside of the blooming period may provide inconclusive results.
- Focused protocol-level surveys will not be required to determine the presence/absence of special-status wildlife species. If focused surveys are required, GPA will provide an additional scope of work and cost for this effort.
- The equivalent of 65 percent plans plan will be provided prior to initiating the regulatory permitting applications.
- The County will provide all fees associated with the regulatory permits, any Incidental Take Permit applications and any CDFW, NMFS, USFWS, or other regulatory agency obligatory compensatory mitigation.
- The County will provide all fees associated with filing the environmental document, including the CDFW fee.
- This scope of work does not include landscape plans as part of the Revegetation Plan; if landscape plans are requested or required, GPA will provide an additional scope of work and budget to support this effort.
- No public outreach is included in this scope of work.
- Should optional environmental tasks be required, Construction is likely to be pushed out one construction season.

Task 7 Deliverables

- CEQA Clearance
- All necessary permits

Task 8 – Public Outreach (OPTIONAL SERVICE)

IF DIRECTED BY THE COUNTY IN WRITING, the CONSULTANT will perform Task 8 - Public Outreach.

The goal of this task is to assist the COUNTY with informing the public about the importance of the bridge replacement project, identify the communities' key issues and concerns and provide information to the community on project.

To facilitate the County's desire Phase 1 budget, the Public Outreach services have been broken into the following Phase 1 and Phase 2 tasks. Following this breakdown, additional details on each task are provided.

Phase One

- 8.1 Facilitate one public meeting to share introductory information and obtain feedback; outline criteria, requirements, opportunities for public input, schedule, public input opportunities
 - 8.1.1 Develop public outreach plan (+team meetings): outlines all phases but is flexible to cover unplanned situations; prepare for and attend three team meetings
 - 8.1.2 Facilitate two-three public outreach meetings (coffee-klatch-style) in a casual setting (coffee shop, neighbor's garage/driveway, small business, etc.) to obtain input and guidance—each w/three to four people
 - 8.1.3 One board of Supervisors meeting + 5 individual briefings
- 8.2 Facilitate agency meetings/key stakeholder Not in Lucy & Company scope
- 8.3 Database create and update stakeholder database
- 8.4 Administer one survey and create report: 5-7 questions through online survey tool, write findings report
- 8.5 Disseminate information through social media, community groups, email, Sonoma County communications channels: at two milestones, promote: survey, public meeting
 - 8.5.1 Create one fact sheet (info materials)
 - 8.5.2 Webpage Phase 2 Service
 - 8.5.3 Create and send email newsletters (1 for survey, 1 for public meeting); Sonoma County to supply public email database
- 8.6 One media advisory to announce the public meeting

Phase Two

- 8.1 Facilitate two-three public meetings to share introductory information and obtain feedback, outline criteria, requirements, opportunities for public input, schedule, public input opportunities
 - 8.1.1 N/A

- 8.1.2 Facilitate two-three public outreach meetings (coffee-klatch-style) in a casual setting (coffee shop, neighbor's garage/driveway, small business, etc.) to obtain input and support—each w/three to four people
- 8.1.3 Plan for Board of Supervisors meeting + 5 individual briefings
- 8.2 Not in Lucy & Company scope
- 8.3 Database create and update stakeholder database
- 8.4 Administer one survey and create report: 5-7 questions, likely with design options, for the public to have a say in the bridge design, write findings report
- 8.5 Disseminate information through social media, community groups, email, Sonoma County communications channels: at three-four milestones, promote: survey, public meetings
 - 8.5.1 Update fact sheet and FAQs (info materials)
 - 8.5.2 Webpage
 - 8.5.3 Create and send email newsletters (1 for second survey, 2-3 for public meetings); Sonoma County to supply public email database
- 8.6 Two-three media advisories to announce the public meetings

Details for Public Relations tasks described above for Phase 1 and 2

8.1 Facilitate Public Meetings

The CONSULTANT will work closely with COUNTY staff to develop meeting agendas, presentations, and meeting materials for up to four public outreach meetings and attend two of the Sonoma COUNTY Board of Supervisor's meetings. The CONSULTANT will coordinate and facilitate meetings and keep notes that can be shared with the public after review by COUNTY staff.

8.1.1 Public Outreach Plan

Will take approximately 4 to 6 weeks from project start/initial research to completion.

The CONSULTANT will develop a Public Outreach Plan based on initial community research and discussion with the County and project team.

The Plan will:

- Guide project outreach efforts
- Identify and prioritize the audiences and key stakeholders
- Craft appropriate messaging
- Explain the outreach process and opportunities for public participation
- Describe how information sharing will take place
- Allow for refinement and modification as the project progresses

8.1.2a - Public Meeting #1

The first public meeting will be held to describe the project and obtain public feedback. The meeting will be with residents and others near the project site or in a virtual setting, whichever is more effective and appropriate. Speakers will describe the project, bridge replacement design alternatives, answer questions, and obtain feedback on right of way issues, environmental, alternative alignments, traffic impacts, construction impacts, and other issues and impacts.

8.1.2b - Public Meeting #2 T

The second public meeting will be held at approximately 35% design. The meeting will be with residents and others near the project site or in a virtual setting, whichever is more effective and appropriate. In this meeting, the input taken from the first public meeting will be presented to obtain feedback on initial alternative designs.

If required, a third public outreach meeting may be held with residents and others near the project. The third meeting would be timed to coincide with the 95% design (or as deemed appropriate) to obtain feedback on refined alternative designs to help during alternatives analysis. CONSULTANT staff will attend each meeting and prepare a meeting summary.

Meetings outlined will coincide with the CONSULTANT's overall project schedule. In general, each meeting will take approximately 1 month to complete; from start of meeting planning to holding meeting and preparing a meeting summary.

If formal public meetings are not required, these meetings can be directly with the individual property owners affected by the project. All public meetings will be held in an easily accessible and recognized public venue secured with County assistance, such as a library, community center, or local school.

Planning for public meetings held throughout the entire project will include coordination with the County to confirm format, timing, location, and other aspects as noted below:

- Planning and logistics
- Meeting notices (print newsletter, postcards, and social media posts) and publicity (newspaper ads, emails)
- Presentation materials, displays and handouts
- Meeting facilitation
- Project staff attendance

8.1.3 Sonoma County Board of Supervisor Meetings

The team will work with the County and attend two (2) Board of Supervisor meetings related to the project and take meeting notes as needed.

8.2 Facilitate Interim Meetings with Agencies and Key Stakeholder Groups

The CONSULTANT will be available to coordinate meetings with key stakeholder groups and interested public agencies as needed in addition to formal public meetings.

The CONSULTANT will help coordinate meetings with key stakeholder groups and interested public agencies in addition to public meetings.

Each stakeholder meeting will take approximately 3 weeks to complete including meeting planning to holding meeting and preparing a meeting summary. The team will be available to help facilitate up to four (4) stakeholder meetings, as needed, throughout the project and will initiate stakeholder outreach with individuals in interviews when the project is formally kicked off. This early input will shape the public outreach plan and technical elements.

Key stakeholders for this project include:

- Local business owners
- Local residents
- Sonoma County
- County Board of Supervisors
- School Districts

- Cloverdale Chamber of Commerce
- Public utilities

8.3 Stakeholder Database

Develop and maintain a stakeholder database which can be used to efficiently distribute project information.

Initial database development will take approximately 2 weeks to complete, with County and project team input, followed by regular updates being made throughout the project as needed.

Based on information from the County and through additional research, the team will develop a contact database for use in publicizing the project and sharing information. The database will include local officials, residents, businesses, agencies, and other interested parties. It will be maintained and updated over the course of the project. It is assumed the database will contain up to 1,000 entries.

8.4 Surveys

Develop, distribute, and evaluate a survey once the project is structurally developed so that the community can easily give their input on bridge aesthetics and the new alignment.

If quantitative, statistical data and information is needed, we will most likely recommend a phone/web survey and consider a multi-language approach to reach non-English speaking populations. While percentages can't be applied in qualitative research due to the small sample size, phone/email surveys have low margins of error due to the research and design methodology. The nature of quantitative research data is beneficial to setting communications specific and measurable objectives. The research findings will be used in the discovery meeting and communications plan.

8.5 Distribute Informational Materials to the Community

The CONSULTANT will work with COUNTY staff to develop and distribute information/educational materials as needed to the community to keep all stakeholders informed of progress on the project.

8.5.1 - Informational Materials – Fact sheet and FAQ's will take 2-3 weeks to prepare, review and finalize, with County and project team input. Updates will take 1-2 days each.

The CONSULTANT will develop information for the County project website to announce public meetings and show progress in project development. We will also prepare a mailed project announcement newsletter at the start with postcard reminders before subsequent meetings to communicate project information. Most materials will be 8.5 x 11 full color handouts, with the exception of the two postcards, and optimized for posting on the project website. Both will be updated twice during the project.

8.5.2 - Project Webpage – Webpage development will take approximately 1 month to complete, with County and project team input. Subsequent updates will take place monthly, with 1-2 days to complete.

The team will develop a simple project web page to be included on the County's website. The page will include the project fact sheet, and frequently asked questions to communicate project information, announce meetings, the project survey, and show progress in project development. The webpage will be updated monthly as needed during the project.

8.5.3 - Email Updates – Each update will be timed to coincide with project meetings as indicated below, with County and project team input. Each update will take approximately 3-5 days to prepare, review and send out.

To build and maintain public interest in throughout the project, the CONSULTANT will prepare five (5) email updates to distribute to the contact database. The first email will be sent prior to the first public event (Scoping meeting), followed by one (1) email prior to each of the three (3) following public events. The final email will precede the end of the design process to share information about the preferred bridge design and alignment. Each email will contain updated project and meeting information, announce the survey, and opportunities to ask questions and sign up for updates.

8.6 Media Relations

Assist the COUNTY's public information officer with news releases, media advisories or other interactions with the media, as needed.

This task will be ongoing throughout the project, with County and project team input. News releases and media advisories will take approximately 5 days each to prepare, review and distribute. To maintain positive coverage of the project, the CONSULTANT will assist the County's public information officer with news releases, media advisories or other interactions with the media, as needed.

Task 8 Deliverables

- Public Outreach Plan
- Stakeholder database (up to 1,000 entries)
- Two (2) County Board of Supervisor's meetings; attend and prepare summaries
- Three (3) Public Workshops with notices (newsletter and postcards), emails and meeting materials (prepared and distributed by CONSULTANT); attend and prepare summaries
- Community input survey
- Public information materials - FAQ, agendas, presentation materials (one PPT updated for each meeting), exhibits, sign in sheets, comment cards.

Task 9 - 65% PS&E

Task 9 represents the beginning of Final Design phase of the project. The CONSULTANT staff will meet with the COUNTY at a final-design kick-off meeting to discuss the Final Engineering Scope of Work, project requirements, design criteria, and the COUNTY's most current scheduling and review requirements. An agenda and outline will be prepared and distributed before the meeting, and minutes will be prepared and distributed after the meeting.

9.1 Bridge Structural Design Development

The CONSULTANT will perform structural design investigations, analysis, computations, and prepare detailed structural plans for the proposed replacement bridge in accordance with the latest Caltrans bridge design techniques including a Foundation Report and a Location Hydraulic Study. Standard construction materials will be used in the design of the proposed bridge replacement wherever possible. Where specialized non-standard construction/building materials are required, the CONSULTANT will first obtain approval from the COUNTY prior to incorporating them into the design.

The CONSULTANT will confirm and verify the design criteria and loading conditions, then verify the structural adequacy of the selected bridge type.

Permanent, transient, and extreme event load cases will be considered per Caltrans BDS and AASHTO LRFD. For steel structures, an analysis of fatigue loading will be performed. Global analyses will consider soil-structure interaction.

Project plans prepared by the CONSULTANT will include a complete set of plans at the 65% level. All identified and affected existing utilities will be accurately indicated on the plans. Plans at 65% should be of sufficient level to start ROW acquisition.

Contract drawings will be developed using AutoCAD ~~2015~~ 2018 or newer.

Contract Drawings – See Attachment A for further details

Contract drawings for the bridge and roadway approaches will include as a minimum:

- General Plan
- General Notes, Index, Std. Plans List
- Approach Plans, Profiles & Sections
- Structure Plans and Elevations
- Drainage Plans and Profiles
- Temporary and Permanent Erosion and Pollution Control Plans
- Foundation Plans
- Abutment Plans, Elevations & Sections
- Abutment Reinforcing Details
- Deck Plans and Reinforcing Details
- Proposed Erection Sequence
- Expansion Joints and Bridge Rails
- Drainage Details
- Log of Test Borings
- Stormwater treatment (LID)
- Utility relocations and/or adjustments
- Typical Sections
- Roadway Design Criteria (Traffic Index, Design Speed, etc.)
- Lighting
- Any environmentally sensitive areas, areas of cultural or tribal monitoring
- Traffic Control Plans
- Pavement Delineation Plans

All drawings will be prepared per the most current Caltrans, FHWA and COUNTY standards.

9.2 Specifications (Item List Only)

The CONSULTANT will develop project specifications and special provisions from the most current Caltrans and COUNTY standards.

New standards or modifications to standards which occur during the course of work may require redesign of particular project features. In this case, COUNTY agrees to compensate the CONSULTANT for extra work which is required to meet the new or modified standards.

At the 65% stage, a bid item list will be prepared and will be submitted with the Plans and Estimate and not Special Provisions. Special Provisions will be prepared at the 95% stage, as standard special provisions change frequently.

9.3 Retaining Wall Design

In order to minimize right of way, it may be necessary to extend the bridge wing walls or construct separate retaining walls to minimize the right of way for the north side approach to the proposed bridge. Since the length of the walls are not known at this time, two walls 100 feet in length will be

assumed for design. The maximum wall height will be 15 feet. To minimize the right of way footprint, it is assumed that a Soldier Pile type wall would be required.

9.4 Bridge Approach Roadways

The CONSULTANT will perform roadway design in accordance with the latest version of the Caltrans *Highway Design Manual* and the COUNTY design standards. Design will include details for traffic control plans in accordance with the *Caltrans Manual of Uniform Traffic Control Devices*.

Re-alignment at the south and north approaches may be necessary, depending on the project alternative that is selected.

A Traffic Study will be prepared to determine capacity needs of the bridge and the intersections within 1,000 feet of the bridge approaches.

The CONSULTANT will prepare a focused traffic study for the proposed new bridge to determine daily traffic levels. This will be done by determining existing daily traffic on the Crocker Road Bridge in Cloverdale and on the SR 128 Bridge in Geyserville and determining what proportion of the total current traffic on those bridges would divert to the proposed Washington School Road Bridge.

CONSULTANT will also prepare recommended traffic control devices at two intersections along Washington School Road: at River Road northeast of the new bridge and at Asti Road southwest of the new bridge. We would prepare a Technical Memorandum summarizing the results and recommendations.

The CONSULTANT will design the approach roadways and prepare the contract drawings for these. The pavement section, roadside drainage and roadside barriers are included in the design of the bridge approach roadways.

The CONSULTANT will prepare approach design plans. Plans will be coordinated and integrated with the structure plans for the 65% PS&E package. Design will incorporate COUNTY Standard Plans; standards per Caltrans Local Assistance Procedures, Highway Design, and Traffic Manuals; Caltrans Standard Plans, and the current AASHTO Green Book. Standards used will be those in effect as of the date of Notice to Proceed. New standards or modifications to standards which occur during the course of work may require redesign of particular project features. In this case, COUNTY agrees to compensate the CONSULTANT for extra work which is required to meet the new or modified standards.

9.4.1 - Roadway Civil Design

The CONSULTANT will proceed with final civil design of the project based on the approved preliminary engineering design concept and the CONSULTANT's prior experience with COUNTY project plan preparation.

The Title sheet will include the appropriate COUNTY, special tax assessment district, or federal funding project identification. This plan sheet will include a sheet schedule, a vicinity map, the project legend, general notes, and the project control points.

The Typical Section Sheet will include the roadway structural section as designed based on a COUNTY supplied Traffic Index (TI) and the R-value recommendations of our geotechnical sub-consultant based on approach soil borings. Design will conform to COUNTY standards. Standard details will be included to reconstruct raised medians and concrete barriers. Typical sections will be produced for Washington School Road.

The total alignment length is approximately 1,900' and will be drawn with a 1" = 20' scale. The plan view will delineate the general roadway improvements and pavement dimensions. Profile and superelevation sheets will be prepared at a horizontal scale of 1" = 20' and a vertical scale of 1" = 4'. The profile grade will be refined from that shown in the preliminary engineering report. Geometric information, tied to the project control points, will be shown to sufficiently describe both the profile and horizontal alignments. Spot elevations will be shown at conforms.

Construction Detail Sheets will be created to identify specific details for the project including but not limited to removal sheets, driveway conforms, and any other details needed to clarify the Plans. Existing road surface drainage is allowed to runoff and infiltrates. It is envisioned that system will be required to capture predevelopment runoff volumes in order to satisfy the water balance calculator and LID requirements. A system will be designed and shown on the drainage plan.

Contour Grading sheets will not be prepared; this information will be shown on the Erosion Control Plan and Details sheets.

9.4.2 – Traffic Design

9.4.2.1 - Permanent Signing and Striping Plan

A Pavement Delineation and Signing Plan will be prepared utilizing the COUNTY, MUTCD standards, and Caltrans standard details. This plan will generally match the existing striping layout. The CONSULTANT staff will work closely with the COUNTY Traffic Engineer to incorporate applicable requirements. To this end, conceptual plan sheets will be produced for the Traffic Control System and Construction Area Signs plan sheets. These sheets will be transmitted to the COUNTY Traffic Engineer and the COUNTY project manager, and a meeting held to discuss the design concept prior to the first formal project submittal. Subsequent submittals will follow the schedule outlined for the overall project submittals. Existing as well as new sign locations will be shown. Sign panels will be shown for new non-standard signs. Standard signs will only be designated by the appropriate Caltrans sign number.

9.4.2.2 - Stage Construction and Traffic Handling Plan

Since this roadway is closed for a good portion of the year, it is assumed that the bridge would remain closed during construction. The CONSULTANT will prepare a detour plan to detour traffic to the Crocker Road bridge. No stage construction or traffic handling plans are anticipated.

9.5 Channel Protection Design

The use of rock slope protection for scour and slope protection is anticipated at this site, however TRC will investigate alternative types of channel protection based on input from the regulatory agencies. Design of channel protection will be based on the results of the scour analysis. Slope protection installations are anticipated at the channel banks, specifically at the abutment faces, up to 200 feet upstream and downstream of the bridge, and along the roadway approaches adjacent to the creek. The design of the slope protection will include details for toe trenches, cutoff walls and intermediate shear keys, as necessary. Additionally, layout and elevation information will be shown and tied to the project coordinate system

9.6 Stormwater Treatment – Water Quality Low Impact Development (LID) Design

The CONSULTANT will perform LID hydrology calculations and write the Storm Water Low Impact Development Report (SWLID). The CONSULTANT will provide the civil design of siting the features and incorporating the PS&E into the Contract Documents.

9.6.1 - Research and Investigation

CONSULTANT will collect and review existing background information pertinent to the proposed Project, including soil data and available drainage information.

9.6.2 - Storm Water Quality Study and LID Facility Development

CONSULTANT will perform hydrologic calculations to estimate the runoff volumes resulting from a water quality storm event for the project area under proposed conditions. The increased runoff due from a 1-inch, 24 hour rain event over the increased impervious area associated with the bridge and roadway improvement project will need to be collected and treated with LID facilities. CONSULTANT will identify location and will design the LID facility, including sizing, inlet/outlet features, and connections to the proposed storm drain system.

9.6.3 - Drainage Plans

9.6.3.1 Drainage Improvement Plans - CONSULTANT will prepare final construction plans for the proposed storm drain system. Construction plans will be developed on standard 1" = 20' scale drawings and utilizing all the compiled based sheet information including utilities and crossings. Local or Caltrans standard plans will be used for the storm drain and ancillary structures. The construction plans will include standard details, pipe schedules, quantify estimates, notes, and special provisions of the specifications. The drawings will be prepared for the 65%, 95%, and 100% completion levels.

9.6.3.2 - LID Improvement Plans - CONSULTANT will prepare final construction plans for the required water quality LID facility. Construction plans will be developed on standard 1" = 20' scale drawings and utilizing all the compiled based sheet information including utilities and crossings. Local or Caltrans standard plans, including the most current City of Santa Rosa Low Impact Development Manual will be used for the storm drain and ancillary structures. The construction plans will include standard details, pipe schedules, quantify estimates, notes, and special provisions of the specifications. The drawings will be prepared for the 65%, 95%, and 100% completion levels.

9.6.4 - Response to Review Comments

CONSULTANT will coordinate with the client during the review process for the 65%, 95%, and 100% complete design submittals and will address the COUNTY's comments. CONSULTANT will prepare a comment/response matrix including item/sheet number, comment, response, status, and back check.

9.6.5 - Storm Water LID Report

CONSULTANT will compile a design report to serve as the basis of design for the storm drain. The report will include documentation for hydrology, design criteria, facility sizing and conflicts, and storm water quality volume calculations. This document will be used to reference all design assumptions and guidelines developed during the design process. TRC will also prepare Storm Water Low Impact Development Report for Sonoma County's review and approval.

9.7 Temporary and Erosion Control Plans

The CONSULTANT anticipates the preparation of both temporary water pollution control plans and permanent erosion control plan for the site during construction. This will include features to protect the stormwater during construction, such as protection of the drainage inlets, straw waddles around the site's perimeter, as well as permanent vegetation post construction.

Plans will be developed according to the "Caltrans Construction Site BMP Manual" dates May 2017".

9.8 Storm Water Data Report (SWDR)

The CONSULTANT will prepare Draft and Final Storm Water Data Report in accordance with Caltrans Storm Water Quality Handbook: Project Planning and Design Guide (PPDG). The required format for the SWDR will be the long form as the short form only applies to maintenance projects.

9.9 Cost Estimate

The CONSULTANT will prepare an itemized engineer's estimate at the 65% stage for the roadway items. Bridge items will be based on a General Plan Estimate method. The format will be consistent with the Caltrans Ready-to-List Guide and a BEES listing will be included. Unit prices will be applied to each contract item resulting in the Engineer's Estimate of Probable Construction Cost (Estimate). Prices used will be based on the latest available data from the COUNTY and Caltrans, reflecting the location of the project and the quantity of each item.

9.10 Quality Control and Quality Assurance

A Quality Control (QC) and Quality Assurance (QA) program will be implemented on the project to capture any design or drafting errors.

The CONSULTANT will employ a QC program that consists of checking and backchecking the design calculations and contract plans.

QA entails ensuring that all QC procedures have been followed and that all critical issues have been addressed and resolved.

The 65% PS&E will be submitted after QA/QC has been completed.

Task 9 - Deliverables

- 65%PS&E
- 65% Design Calculations

Task 9 - COUNTY Decision Points

- Provide 65% PS&E review comments

Task 10 - 95% PS&E

PS&E will be 95% complete. Major subtasks for this phase of the work are:

10.1 Response to comments (65%)

Incorporate COUNTY review comments into the design and bidding documents

CONSULTANT will provide written responses to COUNTY comments on the 65% plans. After receiving COUNTY concurrence on responses, CONSULTANT will proceed with the preparation of the 95% plans. Plan revisions will include addressing 65% comments and design changes to address mitigation measures and concerns expressed by the public and/or other agencies.

10.2 Prepare 95% Plans

Complete the design documents and bidding documents

CONSULTANT will complete the design documents and bidding documents to the 95% level.

10.3 Independent Design Check

The independent design check of the bridge structure will be performed by individuals that weren't involved in the originating or checking of the design calculations. CONSULTANT (OPAC) will be performing the independent design check. Where possible, the independent checker will use alternative methods of design and analysis than used by the designer.

The independent check is complete when the independent checker finishes their calculations, compares results with those of the designer and reconciles all discrepancies between the independent check and the original design.

The 95% PS&E will be submitted when the independent design check is complete. The design of the bridge and approaches is essentially complete at this time.

10.4 Cost Estimate and Specifications

The CONSULTANT will prepare an itemized engineer's estimate at the 95% stage. Work includes updating the quantities, and project cost estimate including calculating updated quantities for the changes related to work performed hereunder. Two independent sets of quantity calculations will be performed by individuals experienced in this work for both the road and the bridge design. Work also includes updating the bid item list to correspond to Caltrans current standards. Prices will be updated to current expected values.

Plans will be cross checked with the specifications and the engineer's estimate. The specifications will then be compiled using the bid item list to collect and edit the applicable Caltrans Standard Special Provisions (SSPs) and prepare required special provisions in coordination with the roadway designers. CONSULTANT will utilize the COUNTY "boiler plate" documents including the notice to bidders, proposal, bond forms, and agreement.

Specifications will be updated and finalized with comments from the COUNTY after the 95% submittal.

10.5 Perform 95% QC/QA

The QC/QA procedures described in Task 8 will be implemented during this task as well, this time with an emphasis on coordination between structural, traffic and utility documents and the elimination of any conflicts between them.

Task 10 Deliverables:

- 65% Response to Comments
- 95% PS&E
- 95% Design Calculations
- Independent Design Check

Task 10 COUNTY Decision Point:

- Provide 95% PS&E review comments
- The COUNTY may hire a bridge CONSULTANT to perform a constructability review.

Task 11 - Final (100%) PS&E

This phase begins after the 95% PS&E is submitted and COUNTY has responded with comments. The objective in this task is to provide the design and construction documents the COUNTY will use to advertise for bids and administer the bridge construction. PS&E will be 100% complete.

Major sub tasks for this phase of the work include:

11.1 Response to Comments (95%)

Incorporate COUNTY 95% review comments into the design and bidding documents, if any.

CONSULTANT will provide written responses to COUNTY comments on the 95% plans. After receiving COUNTY concurrence on responses, CONSULTANT will proceed with the preparation of the 100% plans. Plan revisions will include addressing 95% comments and design changes to address mitigation measures and concerns expressed by the public and/or other agencies.

11.2 Finalize Documents

Complete the design documents and bidding documents to 100% level, this includes updating the Plans, Specifications, and Engineer's Cost Estimate.

Sign and seal the design and bidding documents and prepare for reproduction.

11.3 Prepare final Deliverables

Prepare copies of design, design check and bidding documents in the quantities required by the COUNTY.

The CONSULTANT will not prepare the deliverable for this task until receiving written authorization from the COUNTY.

Task 11 Deliverables:

- (1) Set of reproducible final design plans (printed in black ink on mylar)
- (10) Sets of hardcopy final design plans
- (10) Copies of Specifications (two loose-leaf bound and one printer ready)
- (1) Copy of Engineer's Estimate
- (1) Copy of design check calculations
- (1) Copy of design check quantities
- (2) Copies of Resident Engineer pending file
- (2) Copies of the Geotechnical Report, including the Bridge Foundation Report
- (2) Copies of hydraulic studies and reports
- (1) Flash drive with electronic versions of all Task 10 deliverables itemized above in DWG, MS Excel or MS Word format, print ready PDF files of same will be provided. Design plans will be provided in AutoCAD and PDF formats.

Task 11 COUNTY Decision Point:

- Provide written authorization to proceed

PHASE 3 Construction Phase Services

Task 12 - Pre-Construction Engineering Services

The CONSULTANT will remain available to provide assistance during bidding and awarding. This work may include clarification of contract documents in response to contractor inquiries, preparing addenda and evaluating bids. Pre-construction engineering services will be included in this proposal.

12.1 – Pre-Bid Meeting

The CONSULTANT Project Manager and Project Engineer will attend the pre-bid meeting to assist the COUNTY in responding to questions regarding intent of PS&E documents.

12.2 – Respond to Bidder Inquiries

The CONSULTANT will provide the COUNTY written responses to technical inquiries by bidders for distribution.

12.3 – Prepare Addenda

The CONSULTANT will prepare addenda documents for distribution by the COUNTY should any changes to the bid documents be required during the bid phase.

12.4 – Assist in Evaluating Bids

The CONSULTANT will assist the COUNTY in evaluating Contractor Bids.

12.5 - Pre-Construction Surveys (OPTIONAL SERVICE)

IF DIRECTED BY THE COUNTY IN WRITING, the CONSULTANT will perform Pre-Construction Surveys as follows:

GPA will conduct up to four pre-construction surveys including a special-status plant survey, nesting bird survey, bat emergence survey, and general wildlife survey. The plant, nesting bird, and wildlife surveys will each be conducted in one day by two biologists. The bat emergence survey will be conducted at night by four biologists. The results of the pre-construction surveys will be provided in a Pre-Construction Survey Report and be submitted to the County for the project files.

Task 13 - Construction Support Services

The CONSULTANT will provide Construction Support Services during the construction phase of the project. Thirteen hundred and eight (1308) hours have been allotted to this task.

Common construction support services are described below.

13.1 Construction Phase Project Management

CONSULTANT will perform project management duties during the anticipated 24-month construction period as described in Task 1.2 and Task 1.3 above.

13.2 Construction Phase Meetings (monthly)

CONSULTANT will prepare agendas for, attend and prepare meeting notes for monthly construction meetings with the County, the CM team and if necessary, the Contractor. This task is limited to 24 meetings.

13.3 Construction Monitoring (OPTIONAL SERVICE)

IF DIRECTED BY THE COUNTY IN WRITING, the CONSULTANT will perform Construction Monitoring as follows:

GPA will conduct construction monitoring to observe construction activities, site conditions, permit compliance, and effectiveness of Best Management Practices. GPA will conduct construction monitoring twice a week for the duration of construction. It is expected that the construction will last two seasons and up to 24 months. Each construction monitoring visit would be conducted by one biologist and would be a half day on-site.

GPA will compile regulatory requirements and prepare a construction monitoring checklist that will be used to ensure compliance throughout the construction period. The results of each construction monitoring site visit will be documented in a log that will include site conditions, a description of construction activities, and the results of monitoring activities including any observed permit compliance issues and recommendations. Any permit non-compliance issues will be outlined in an email which will be sent to the County the same day issues were observed. GPA will coordinate with the County as needed to correct any conditions that are out of compliance during monitoring visits.

13.4 Pre-construction Meeting

Key members of the CONSULTANT design team will be available to attend the preconstruction meeting with the successful construction contractor.

13.5 CONSULTANT Site Visits

CONSULTANT will visit the construction site as needed. For this proposal it is assumed that two site visits will be required.

13.6 RFI Reviews

Key members of the CONSULTANT design team will remain available to review request for information (RFI's) from the Contractor. The CONSULTANT will respond to RFI's in a timely manner. If revised sheets are required, CONSULTANT team will make the revisions and submit the revised plans to the RE (Resident Engineer) assigned to the project.

13.7 Shop Drawings and Submittals

Key members of the CONSULTANT design team will remain available to review shop drawings and check falsework structural calculations, and other submittals as noted in the Special Provisions. Comments will be provided to the RE assigned to the project and will be reviewed until No exceptions are taken.

13.8 Material Submittals

Key members of the CONSULTANT design team will remain available to review material submittals. Comments will be provided to the RE assigned to the project and will be reviewed until No exceptions are taken.

13.9 Claim Support

Key members of the CONSULTANT design team will remain available to provide claim support to the RE. This may include providing revised sheets, back up quantity calculations, or any other documentation to help support deviations to the Contract Documents.

13.10 As-built Drawings

CONSULTANT design team will prepare as-built record drawings. The RE will provide the redline markups to the CONSULTANT team. As-built record drawings will be prepared in accordance with the Caltrans Design Preparation Manual.

13.11 Project Closeout

Key members of the CONSULTANT design team will remain available to assist the COUNTY with Project Closeout, including assisting with final punch-list items, final forms, and final budget closeout.

Sonoma County

Department of Transportation and Public Works

Asti Permanent Bridge Crossing Project

Washington School Road over the Russian River

TRC ENGINEERS

DESIGN FEE ESTIMATE WORKSHEET

TRC Proposal No.

Sub administration:

Submittal Date:

2022-10

0.0%

14-Apr-22

Total - Phase 1 Services

TRC Labor	\$115,631.00
Subconsultants	\$233,109.78
TRC Expenses	\$1,259.18
Escalation*	\$0.00
Total	\$349,999.96

Total - Phase 2 Services

TRC Labor	\$1,345,718.92
Subconsultants	\$1,068,063.97
TRC Expenses	\$3,097.80
Escalation	\$139,027.69
Total	\$2,555,908.39

Total - Phase 3 Services

TRC Labor	\$387,756.16
Subconsultants	\$249,300.82
TRC Expenses	\$4,173.60
Escalation	\$76,707.60
Total	\$717,938.18

* No escalation in Phase 1, year 1

Subconsultants

Subconsultant Name	Phase 1 (\$)	DBE (%)	Phase 2 (\$)	DBE (%)	Phase 3 (\$)	DBE (%)
Crawford	\$15,285.58		\$276,350.74			
HDR/Wreco	\$48,308.67		\$36,418.10			
GPA	\$42,779.06	12.22%	\$288,795.70	11.30%	\$249,300.82	9.75%
Cinquini & Passarino, Inc	\$67,091.84		\$11,323.90			
OPAC	\$17,421.65	4.98%	\$327,078.34	12.80%		
OPC	\$0.00		\$63,482.79			
Lucy & Co	\$42,222.98	12.06%	\$57,653.61	2.26%		
TJKM	\$0.00	0.00%	\$6,960.79	0.27%		
Total	\$233,109.78	29.26%	\$1,068,063.97	26.62%	\$249,300.82	9.75%

TOTAL DBE	28.49%
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TOTAL	\$3,623,846.53
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Exhibit 10-H1 Cost Proposal

Consultant: TRC Engineers, Inc (Prime Consultant)
Project No. N/A Contract No. N/A Date: 14-Apr-22

Phase 1 Services

PROJECT	Sonoma County				
	Department of Transportation and Public Works				
	Asti Permanent Bridge Crossing Project				
	Washington School Road over the Russian River				
DIRECT LABOR					
Employee	Function	Hours		Hourly Rate	Total
M.Imbriani	PICQA/QC	2	@	\$130.00	\$260
M.Christensen	Project Manager	108	@	\$105.77	\$11,423
J.Conklin	Assist. PM/Lead Roadway	68	@	\$108.18	\$7,356
C.Pinkerton	Lead BridgeEngineer	56	@	\$74.04	\$4,146
Staff	Project Engineer	60	@	\$76.77	\$4,606
Staff	SeniorEngineer	28	@	\$59.32	\$1,661
Staff	Engineer II	8	@	\$48.86	\$391
Staff	Engineer I	120	@	\$40.13	\$4,816
Staff	Eng. CADD Supervisor	26	@	\$52.34	\$1,361
Staff	Eng. CADD Technician	102	@	\$40.13	\$4,093
Staff	Eng. Adm. Assistant	8	@	\$29.66	\$237
Staff	Data Processor	0	@	\$29.66	\$0
Escalation Factor					\$0
Total Direct Labor Costs		586			\$40,351.27
INDIRECT COSTS					
				Rate	Total
	Fringe Benefits Rate			51.96%	
	Overhead Rate			108.55%	
	COFC			0.00%	
Overhead				160.51%	\$64,767.82
Total Indirect Costs					\$64,767.82
OTHER DIRECT COSTS					
		Quantity		Per Unit	Total
Airfare (round trips)		0		\$0.00	\$0.00
Mileage (personal vehicle)		1260		\$0.56	\$705.60
Lodging		0		\$0.00	\$0.00
Per Diem (GSA, lunch)		12		\$18.00	\$216.00
Car rental		0		\$0.00	\$0.00
Miscellaneous		2		\$50.00	\$100.00
Mail		10		\$0.58	\$5.80
Overnight mail		4		\$20.00	\$80.00
Copies (8.5x11)		247		\$0.06	\$14.82
Copies (11x17)		308		\$0.12	\$36.96
Prints (22x34)		0		\$3.00	\$0.00
Mylars (22x34)		0		\$12.00	\$0.00
Envir. Permits		0		\$0.00	\$0.00
Miscellaneous		2		\$50.00	\$100.00
Total Other Costs					\$1,259.18
FEE (Profit)					10% \$10,511.91
SUBCONTRACTOR COSTS (detailed cost estimate attached)					
	Crawford	Geotechnical		Basic	
	HDR/Wreco	Hydrology/Hydraulics		\$15,285.58	
	GPA	Environmental		\$48,308.67	
	Cinquini & Passarino, Inc	Surveying/ROW		\$42,779.06	
	OPAC	Structural Design		\$67,091.84	
	OPC	Acquisiton Support		\$17,421.65	
	Lucy & Co	Public Relations		\$0.00	
	TJKM	Traffic Studies		\$42,222.98	
				\$0.00	
					\$233,109.78
TOTAL COST					\$349,999.96

Exhibit 10-H1 Cost Proposal

Consultant: TRC Engineers, Inc (Prime Consultant)
Project No. N/A Contract No. N/A Date: 14-Apr-22

Phase 2 Services

PROJECT	Sonoma County				
	Department of Transportation and Public Works				
	Asti Permanent Bridge Crossing Project				
	Washington School Road over the Russian River				
DIRECT LABOR					
Employee	Function	Hours		Hourly Rate	Total
M.Imbriani	PICQA/QC	88	@	\$130.00	\$11,440
M.Christensen	Project Manager	707	@	\$105.77	\$74,779
J.Conklin	Assist. PM/Lead Roadway	498	@	\$108.18	\$53,874
C.Pinkerton	Lead BridgeEngineer	694	@	\$74.04	\$51,384
Staff	Project Engineer	788	@	\$76.77	\$60,497
Staff	SeniorEngineer	464	@	\$59.32	\$27,526
Staff	Engineer II	1104	@	\$48.86	\$53,936
Staff	Engineer I	1376	@	\$40.13	\$55,220
Staff	Eng. CADD Supervisor	518	@	\$52.34	\$27,115
Staff	Eng. CADD Technician	1416	@	\$40.13	\$56,826
Staff	Eng. Adm. Assistant	48	@	\$29.66	\$1,424
	Data Processor	0	@	\$29.66	\$0
Escalation Factor					\$44,105
Total Direct Labor Costs		7,701			\$518,125.85
INDIRECT COSTS					
				Rate	Total
	Fringe Benefits Rate			51.96%	
	Overhead Rate			108.55%	
	COFC			0.00%	
Overhead				160.51%	\$831,643.80
Total Indirect Costs					\$831,643.80
OTHER DIRECT COSTS					
		Quantity		Per Unit	Total
Airfare (round trips)		0		\$0.00	\$0.00
Mileage (personal vehicle)		3200		\$0.56	\$1,792.00
Lodging		0		\$0.00	\$0.00
Per Diem (GSA, lunch)		30		\$18.00	\$540.00
Car rental		0		\$0.00	\$0.00
Miscellaneous		6		\$50.00	\$300.00
Mail		10		\$0.58	\$5.80
Overnight mail		4		\$20.00	\$80.00
Copies (8.5x11)		600		\$0.06	\$36.00
Copies (11x17)		1200		\$0.12	\$144.00
Prints (22x34)		0		\$3.00	\$0.00
Mylars (22x34)		0		\$12.00	\$0.00
Envir. Permits		0		\$0.00	\$0.00
Miscellaneous		4		\$50.00	\$200.00
Total Other Costs					\$3,097.80
FEE (Profit)					10% \$134,976.97
SUBCONTRACTOR COSTS (detailed cost estimate attached)					
					Basic
Crawford	Geotechnical				\$276,350.74
HDR/Wreco	Hydrology/Hydraulics				\$36,418.10
GPA	Environmental				\$288,795.70
Cinquini & Passarino, Inc	Surveying/ROW				\$11,323.90
OPAC	Structural Design				\$327,078.34
OPC	Acquisiton Support				\$63,482.79
Lucy & Co	Public Relations				\$57,653.61
TJKM	Traffic Studies				\$6,960.79
					\$1,068,063.97
TOTAL COST					\$2,555,908.39

Exhibit 10-H1 Cost Proposal

Consultant: TRC Engineers, Inc (Prime Consultant)
Project No. NA Contract No. NA Date: 14-Apr-22

Phase 3 Services

PROJECT	Sonoma County				
	Department of Transportation and Public Works				
	Asti Permanent Bridge Crossing Project				
	Washington School Road over the Russian River				
DIRECT LABOR					
Employee	Function	Hours		Hourly Rate	Total
M.Imbriani	PICQA/QC	2	@	\$130.00	\$260
M.Christensen	Project Manager	394	@	\$105.77	\$41,673
J.Conklin	Assist. PM/Lead Roadway	208	@	\$108.18	\$22,501
C.Pinkerton	Lead BridgeEngineer	380	@	\$74.04	\$28,135
Staff	Project Engineer	252	@	\$76.77	\$19,347
Staff	SeniorEngineer	128	@	\$59.32	\$7,593
Staff	Engineer II	40	@	\$48.86	\$1,954
Staff	Engineer I	40	@	\$40.13	\$1,605
Staff	Eng. CADD Supervisor	124	@	\$52.34	\$6,491
Staff	Eng. CADD Technician	204	@	\$40.13	\$8,187
Staff	Eng. Adm. Assistant	0	@	\$29.66	\$0
Staff	Data Processor	0	@	\$29.66	\$0
Escalation Factor					\$24,335
Total Direct Labor Costs		1,772			\$162,081.99
INDIRECT COSTS					
				Rate	Total
	Fringe Benefits Rate			51.96%	
	Overhead Rate			108.55%	
	COFC			0.00%	
Overhead				160.51%	\$260,157.80
Total Indirect Costs					\$260,157.80
OTHER DIRECT COSTS					
		Quantity		Per Unit	Total
Airfare (round trips)		0		\$0.00	\$0.00
Mileage (personal vehicle)		5760		\$0.56	\$3,225.60
Lodging		0		\$0.00	\$0.00
Per Diem (GSA, lunch)		36		\$18.00	\$648.00
Car rental		0		\$0.00	\$0.00
Miscellaneous		6		\$50.00	\$300.00
Mail		0		\$0.58	\$0.00
Overnight mail		0		\$20.00	\$0.00
Copies (8.5x11)		0		\$0.06	\$0.00
Copies (11x17)		0		\$0.12	\$0.00
Prints (22x34)		0		\$3.00	\$0.00
Mylars (22x34)		0		\$12.00	\$0.00
Envir. Permits		0		\$0.00	\$0.00
Miscellaneous		0		\$50.00	\$0.00
Total Other Costs					\$4,173.60
FEE (Profit)					10% \$42,223.98
SUBCONTRACTOR COSTS (detailed cost estimate attached)					
				Suppl	
Crawford	Geotechnical			\$0.00	
HDR/Wreco	Hydrology/Hydraulics			\$0.00	
GPA	Environmental			\$249,300.82	
Cinquini & Passarino, Inc	Surveying/ROW			\$0.00	
OPAC	Structural Design			\$0.00	
OPC	Acquisiton Support			\$0.00	
Lucy & Co	Public Relations			\$0.00	
TJKM	Traffic Studies			\$0.00	
					\$249,300.82
TOTAL COST					\$717,938.18

Sonoma County			TRC Design COST PROPOSAL - PHASE 1																										
Department of Transportation and Public Works																													
Asti Permanent Bridge Crossing Project			Hours by Task - TRC Only																										
Washington School Road over the Russian River																													
Task Description			PIC QA/QC		Project Manager		Assist. PM/ Lead Roadway		Lead Bridge Engineer		Project Engineer		Senior Engineer		Engineer II		Engineer I		Eng. CADD Supervisor		Eng. CADD Technician		Eng. Adm. Assistant		Data Processor		Total Hours	Total \$	
			M.Imbriani		M.Christensen		J.Conklin		C.Pinkerton		Staff		Staff		Staff		Staff		Staff		Staff		Staff		Staff				
				Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours			
Phase 1 Services																													
Task 1	Project Management																												
1.1	Project Kickoff and Scoping					8		4																		12		\$1,279	
1.2	Project/Staff Management					20		4																		24		\$2,548	
1.3	Meetings (Monthly)					30		30																		60		\$6,419	
1.4	Work Progress Form					12				4													8			24		\$1,803	
Task 2	Preliminary Engineering																												
2.1	Assess Available Information					1				4		4														9		\$709	
2.2	Alignment Alternative Analysis																									0		\$0	
2.2.1	Field Review Meeting and PES Form					2				4		4														10		\$815	
2.2.2	Identify issues that must be addressed in the design							1				8														9		\$722	
2.2.3	Preliminary Alignment Geometry Layout					2		2		4		8				40		4		16									
2.2.4	Alignment Alternatives Analysis (OPTIONAL SERVICE)																								0		\$0		
2.3	Bridge Type Selection Report Preparation (Draft/Final)			2		2		2		16		4		16				2		6						50		\$3,474	
2.4	Bridge General Plan					1				2				8				4		24						39		\$1,901	
2.5	Prepare 35% Design Plans					1		1				8				40		4		24						78		\$3,606	
2.6	General Plan Cost Estimate					2		1		8		4		4				24								43		\$2,420	
Task 3	Utility Coordination																												
3.1	Utility Letters										4			8												12		\$698	
3.2	Utility Company Coordination																									0		\$0	
3.3	Conflict Resolution Plans (Utility Sheets)							1				2				16		4		16						39		\$1,755	
3.4	Utility Relocation Cost Estimates																									0		\$0	
Task 4	Surveying/Mapping/ROW Engineering																												
4.1	Topographic Survey					1				2		2						4		8						17		\$938	
4.2	Right of Way (ROW) Survey																									0		\$0	
4.2.1	Right of Way (ROW) (C&P)																									0		\$0	
4.2.2	Right of Way Engineering																									0		\$0	
4.3	River Cross Sections for Hydrologic Analysis																									0		\$0	
4.4	Survey Control Sheet																												
Task 5	Geotechnical Engineering																												
5.1	Project Design Team Meetings					2				4		4														10		\$815	
5.2	Preliminary Foundation Report																									0		\$0	
5.3	Coordination, Obtain Permits, and Mark for USA																									0		\$0	
5.4	Traffic Control																									0		\$0	
5.5	Geologic Reconnaissance and Field Exploration																									0		\$0	
5.6	Laboratory Testing																									0		\$0	
5.7	Engineering and Geologic Analyses																									0		\$0	
5.8	Prepare Reports																									0		\$0	
Task 6	Hydrology & Hydraulics																												
6.1	Hydraulics Project Management and Coordination					2				4		4														10		\$815	
6.2	Data Collection and Site Review																									0		\$0	
6.3	Hydrologic analysis																									0		\$0	
6.4	Hydraulics Analyses																									0		\$0	
6.5	Scour analysis																									0		\$0	

Task Description		PIC QA/QC		Project Manager		Assist. PM/ Lead Roadway		Lead Bridge Engineer		Project Engineer		Senior Engineer		Engineer II		Engineer I		Eng. CADD Supervisor		Eng. CADD Technician		Eng. Adm. Assistant		Data Processor		Total Hours	Total \$		
		M.Imbriani		M.Christensen		J.Conklin		C.Pinkerton		Staff		Staff		Staff		Staff		Staff		Staff		Staff							
			Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours				
6.6	Dry weather flow and bypass																									0	\$0		
6.7	Floodplain Evaluation Report																									0	\$0		
6.8	Design Hydrology and Hydraulics Reports and Studies																									0	\$0		
Task 7	Environmental																												
	Phase 1																												
7.1	Project Initiation																									0	\$0		
7.2	Environmental Constraints Memorandum																									0	\$0		
7.2.1	Records Searches																									0	\$0		
7.2.2	Field Surveys																									0	\$0		
7.2.3	Mapping & Reporting																									0	\$0		
7.3	Meetings																									0	\$0		
7.4	ENV Project Management & Eng'r'g Support				16		16																				32	\$3,423	
	PHASE 2																												
Task 8	Public Outreach (ALL SUBTASKS OPTIONAL SERVICE)																												
8.1	Facilitate Public Meetings																										0	\$0	
8.1.1	Public Outreach Plan																										0	\$0	
8.1.2	Public Meetings				4		4		4		4						4		8								28	\$1,989	
8.1.3	Sonoma County Board of Supervisor Meetings																										0	\$0	
8.2	Facilitate Interim Meetings with Agencies and Key Stakeholder Groups				2		2																				4	\$428	
8.3	Stakeholder Database																										0	\$0	
8.4	Surveys																										0	\$0	
8.5	Distribute Informational Materials to the Community																										0	\$0	
8.5.1	Informational Materials																										0	\$0	
8.5.2	Project Webpage																										0	\$0	
8.5.3	Email Updates																										0	\$0	
8.6	Media Relations																										0	\$0	
Total Hours			2		108		68		56		60		28		8		120		26		102		8		0		510	\$36,556	
Phase 1 Services Raw Hourly Rate			130.00		105.77		108.18		74.04		76.77		59.32		48.86		40.13		52.34		40.13		29.66		29.66				
Fee/Classification			260		11423		7356		4146		4606		1661		391		4816		1361		4093		237		0		586	\$40,351	
% of Total Hours/Classification			0%		21%		13%		11%		12%		5%		2%		24%		5%		20%		2%		0%				

Sonoma County		TRC Design														
Department of Transportation and Public Works		COST PROPOSAL - PHASE 2														
Asti Permanent Bridge Crossing Project		Hours by Task - TRC Only														
Washington School Road over the Russian River																
Task Description		PIC QA/QC	Project Manager	Assist. PM/ Lead Roadway	Lead Bridge Engineer	Project Engineer	Senior Engineer	Engineer II	Engineer I	Eng. CADD Supervisor	Eng. CADD Technician	Eng. Adm. Assistant	Data Processor	Total Hours	Total \$	
		M.Imbriani	M.Christensen	J.Conklin	C.Pinkerton	Staff	Staff	Staff	Staff	Staff	Staff	Staff	Staff			
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours			
Phase 2 Services																
Task 1	Project Management															
1.1	Project Kickoff and Scoping	4	24	16	16									60	\$5,974	
1.2	Project/Staff Management		60	24										84	\$8,943	
1.3	Meetings (bi-monthly)		192	96	96									384	\$37,801	
1.4	Work Progress Form		36		18							48		102	\$6,564	
Task 3	Utility Coordination															
3.1	Utility Letters		2	8		16			24					50	\$3,268	
3.2	Utility Company Coordination		4	12		40	40							96	\$7,165	
3.3	Conflict Resolution Plans (Utility Sheets)					8	8		24	4	24			68	\$3,224	
3.4	Utility Relocation Cost Estimates			1		8	8							17	\$1,197	
Task 4	Surveying/Mapping/ROW Engineering															
4.1	Topographic Survey													0	\$0	
4.2	Right of Way (ROW) Survey													0	\$0	
4.2.1	Right of Way (ROW) (C&P)													0	\$0	
4.2.2	Right of Way Engineering			2		8		24	24					58	\$2,966	
4.3	River Cross Sections for Hydrologic Analysis													0	\$0	
4.4	Survey Control Sheet															
Task 5	Geotechnical Engineering															
5.1	Project Design Team Meetings		8	4	8									20	\$1,871	
5.2	Preliminary Foundation Report													0	\$0	
5.3	Coordination, Obtain Permits, and Mark for USA													0	\$0	
5.4	Traffic Control													0	\$0	
5.5	Geologic Reconnaissance and Field Exploration													0	\$0	
5.6	Laboratory Testing													0	\$0	
5.7	Engineering and Geologic Analyses													0	\$0	
5.8	Prepare Reports		4	4	4	4								16	\$1,459	
Task 6	Hydrology & Hydraulics															
6.1	Hydraulics Project Management and Coordination													0	\$0	
6.2	Data Collection and Site Review													0	\$0	
6.3	Hydrologic analysis													0	\$0	
6.4	Hydraulics Analyses													0	\$0	
6.5	Scour analysis		2		2									4	\$360	
6.6	Dry weather flow and bypass		2		2									4	\$360	
6.7	Floodplain Evaluation Report		2		2									4	\$360	
6.8	Design Hydrology and Hydraulics Reports and Studies		2	1	2									5	\$468	
Task 7	Environmental															
	PHASE 2															
7.5	Project Management													0	\$0	
7.6	Environmental Meetings		16	16	8	8								48	\$4,630	
7.7	Environmental Engineering Support		32	32	32	32	24	48	48	8	40			240	\$19,392	
7.8	Aquatic Resources Delineation		2	2										4	\$428	
7.9	Biological Resources Assessment		2	2										4	\$428	
7.10	Cultural and Paleontological Resources		2	2										4	\$428	
7.11	Initial Site Assessment (ISA)		2	2										4	\$428	
7.12	Initial Study with Mitigated Negative Declaration		8	8										16	\$1,712	
7.13	Regulatory Permitting													0	\$0	
7.13.1	Clean Water Act Section 404 Nationwide Permit		8	8	8	8		24	24					80	\$5,054	
7.13.2	Clean Water Act Section 401 Certification		8	8	8	8		24	24					80	\$5,054	
7.13.3	California Fish and Game Code 1602 Streambed Alteration Agreement		8	8	8	8		24	24					80	\$5,054	
7.14	Regulatory Permitting Engineering Support		24	24	40	40	16	40	40	16	24			264	\$17,477	
7.15	Resource Protection and Mitigation Planning		8	8										16	\$1,712	
7.15.1	Temporary Impacts Restoration/Revegetation Plan		8	8										16	\$1,712	
7.15.2	Habitat Mitigation and Monitoring Plan		16	16										32	\$3,423	
7.15.3	Tree Protection Plan		8	8										16	\$1,712	
7.16	Environmental Commitments Record (OPTIONAL SERVICE)															
7.17	Cultural and Paleontological Resources (OPTIONAL SERVICE)															
7.17.1	Extended Phase I Survey (OPTIONAL SERVICE)															

Task Description		PIC	Project	Assist. PM/	Lead Bridge	Project	Senior	Engineer	Engineer	Eng. CADD	Eng. CADD	Eng. Adm.	Data	Total	Total
		QA/QC	Manager	Lead Roadway	Engineer	Engineer	Engineer	II	I	Supervisor	Technician	Assistant	Processor	Hours	\$
		M.Imbriani	M.Christensen	J.Conklin	C.Pinkerton	Staff	Staff	Staff	Staff	Staff	Staff	Staff	Staff		
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		
7.17.2	Cultural Resources, Native American Study (NEPA) (OPTIONAL SERVICE)														
7.18	Historic Resources (OPTIONAL SERVICE)														
7.18.1	Historical Resources Technical Report (OPTIONAL SERVICE)														
7.18.2	Section 106 Historic Property Technical Report (NEPA) (OPTIONAL SERVICE)														
7.19	Endangered Species Consultation (OPTIONAL SERVICE)														
7.19.1	California Endangered Species Act (OPTIONAL SERVICE)														
7.19.2	Federal Endangered Species Act (OPTIONAL SERVICE)														
7.20	Contract Specifications and Special Provisions		8	8	8	8								32	\$2,918
Task 8	Public Outreach (ALL SUBTASKS OPTIONAL SERVICE)														
8.1	Facilitate Public Meetings													0	\$0
8.1.1	Public Outreach Plan													0	\$0
8.1.2	Public Meetings	4	16	16	16	16			40	16	40			164	\$10,404
8.1.3	Sonoma County Board of Supervisor Meetings		8	8										16	\$1,712
8.2	Facilitate Interim Meetings with Agencies and Key Stakeholder Groups		8	8										16	\$1,712
8.3	Stakeholder Database													0	\$0
8.4	Surveys													0	\$0
8.5	Distribute Informational Materials to the Community													0	\$0
8.5.1	Informational Materials													0	\$0
8.5.2	Project Webpage													0	\$0
8.5.3	Email Updates													0	\$0
8.6	Media Relations													0	\$0
Task 9	65% PS&E														
9.1	Bridge Structural Design Development	8	24		80		80	120	120	100	360			892	\$44,608
9.2	Specifications		2		16	16								34	\$2,625
9.3	Retaining Wall Design		24	2	80	80	80	120	200	100	240			926	\$48,321
9.4	Bridge Approach Roadways													0	\$0
9.4.1	Roadway Civil Design			24		80		120	120	24	80			448	\$23,883
9.4.2	Traffic Design													0	\$0
9.4.2.1	Permanent Signing and Striping Plan			2		16		40	40	24	40			162	\$7,866
9.4.2.2	Stage Construction and Traffic Handling Plan			2		16			24	8	24			74	\$3,790
9.5	Channel Protection Design			2		16		80	80	8	40			226	\$10,588
9.6	Stormwater Treatment													0	\$0
9.6.1	Research and Investigation		8	8		40								56	\$4,782
9.6.2	Storm Water Quality Study and LID Facility Development		4	4		16	16							40	\$3,033
9.6.3	Drainage Plans														
9.6.3.1	Drainage Improvement Plans		1	1		12		20	20	8	20			82	\$4,136
9.6.3.2	LID Improvement Plans		1	1		12		20	20	8	20			82	\$4,136
9.6.4	Response to Review Comments		2	2		16		24	40	16	40			140	\$6,877
9.6.5	Storm Water LID Report		1	4		16	40	32		2	24			119	\$6,771
9.7	Temporary and Erosion Control Plans		2	2		16		24	40	8	40			132	\$6,458
9.8	Prepare Storm Water Data Report		8	8		80	40	40		8	40			224	\$14,205
9.9	Cost Estimate		2	2	24	16	24	80	80					228	\$11,976
9.10	Quality Control and Quality Assurance	24	16	16										56	\$6,543
Task 10	95% PS&E														
10.1	Response to comments (65%)		4		16	16								36	\$2,836
10.2	Prepare 95% Plans		24	16	40	40	24	80	80	80	120			504	\$27,848
10.3	Independent Design Check		4		80		40		120	40	80			364	\$18,839
10.4	Cost Estimate and Specifications		2	2	24	16	24	80	80					228	\$11,976
10.5	Perform 95% QC/QA	40	24	24										88	\$10,335
Task 11	Final (100%) PS&E														
11.1	Response to Comments (95%)		4		16	16								36	\$2,836
11.2	Finalize Documents	8	12	8	24	24		40	40	40	120			316	\$17,263
11.3	Prepare final Deliverables		8	8	16	16								48	\$4,125
Phase 2 Services	Total Hours	88	707	498	694	788	464	1104	1376	518	1416	48	0	7645	\$474,020
	Raw Hourly Rate	130.00	105.77	108.18	74.04	76.77	59.32	48.86	40.13	52.34	40.13	29.66	29.66		
	Fee/Classification	11440	74779	53874	51384	60497	27526	53936	55220	27115	56826	1424	0	7701	\$474,020
	% of Total Hours/Classification	1%	9%	7%	9%	10%	6%	14%	18%	7%	19%	1%	0%		

Sonoma County			TRC Design COST PROPOSAL - PHASE 3 Hours by Task - TRC Only																								
Department of Transportation and Public Works																											
Asti Permanent Bridge Crossing Project																											
Washington School Road over the Russian River																											
Task Description		PIC QA/QC		Project Manager		Assist. PM/ Lead Roadway		Lead Bridge Engineer		Project Engineer		Senior Engineer		Engineer II		Engineer I		Eng. CADD Supervisor		Eng. CADD Technician		Eng. Adm. Assistant		Data Processor		Total Hours	Total \$
		M.Imbriani		M.Christensen		J.Conklin		C.Pinkerton		Staff		Staff		Staff		Staff		Staff		Staff		Staff					
			Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		
Phase 3 Services																											
Task 12	Pre-Construction Engineering Services																										
12.1	Pre-Bid Meeting				8		8		8		8															32	\$2,918
12.2	Respond to Bidder Inquiries				16		8		24		24						4		24							100	\$7,350
12.3	Prepare Addenda				18				16		16															50	\$4,317
12.4	Assist in Evaluating Bids				2				8		8															18	\$1,418
12.5	Pre-construction Surveys (ENV) (OPTIONAL TASK)				8		16																			24	\$2,577
Task 13	Construction Support Services																										
13.1	Construction Phase Project Management				80		40																			120	\$12,789
13.2	Construction Phase Meetings (monthly)				48				48																	96	\$8,631
13.3	Construction Monitoring (ENV) (OPTIONAL TASK)				8		16																			24	\$2,577
13.4	Pre-construction Meeting				8		4		4		4															20	\$1,882
13.5	Consultant Site Visits				24		8		24		24															80	\$7,023
13.6	RFI Reviews				40		40		80		60		40		40		40		40		60					440	\$29,522
13.7	Shop Drawings and Submittals				24		22		48		24		48													166	\$13,162
13.8	Material Submittals				24		22		40		24		40													150	\$12,096
13.9	Claim Support				40				40		20															100	\$8,728
13.10	As-built Drawings				22				24		24							80		120						270	\$14,950
13.11	Project Closeout		2		24		24		16		16															82	\$7,808
Total Hours			2		394		208		380		252		128		40		40		124		204		0		0	1772	\$137,747
Raw Hourly Rate			130.00		105.77		108.18		74.04		76.77		59.32		48.86		40.13		52.34		40.13		29.66		29.66		
Fee/Classification			260		41673		22501		28135		19347		7593		1954		1605		6491		8187		0		0	1772	\$137,747
% of Total Hours/Classification			0%		22%		12%		21%		14%		7%		2%		2%		7%		12%		0%		0%		

TRC ENGINEERS**FEE ESTIMATE WORKSHEET****EXPENSES WORKSHEET**

Sonoma County

Department of Transportation and Public Works

Asti Permanent Bridge Crossing Project

Washington School Road over the Russian River

PHASE 1**Travel**

From	Rancho Cordova									
To	Washington School Road over the Russian River									
	Rate		#			#				
Airfare (round trips)	\$0.00	x	0	trips	x	0	people	=		\$0.00
Mileage (personal vehicle)	\$0.560	x	315	miles (RT)	x	4	trips	=		\$705.60
Lodging	\$0.00	x	0	nights	x	0	people	=		\$0.00
Per Diem (GSA, lunch)	\$18.00	x	4	days	x	3	people	=		\$216.00
Car rental		x		days	x	0	car	=		\$0.00
Miscellaneous	\$50.00	x	2	units	x	1	units	=		\$100.00
Total Travel										\$1,021.60

ODC's

	Rate		#							
Mail	\$0.58	x	10	pieces				=		\$5.80
Overnight mail	\$20.00	x	4	pieces				=		\$80.00
Copies (8.5x11)	\$0.06	x	247	copies	misc prints			=		\$14.82
Copies (11x17)	\$0.12	x	308	prints	Misc 11x17 prints for review			=		\$36.96
Prints (22x34)	\$3.00	x	0	prints	Assumes no full-size prints			=		\$0.00
Mylars (22x34)	\$12.00	x	0	prints	Assumes no mylar submittals			=		\$0.00
Envir. Permits		x			TBD			=		\$0.00
Miscellaneous	\$50.00	x	2	units				=		\$100.00
Total ODC's										\$237.58

Phase 1 Travel and ODC's**\$1,259.18****PHASE 2****Travel**

From	Rancho Cordova									
To	Washington School Road over the Russian River									
	Rate		#			#				
Airfare (round trips)	\$0.00	x	0	trips	x	0	people	=		\$0.00
Mileage (personal vehicle)	\$0.560	x	320	miles (RT)	x	10	trips	=		\$1,792.00
Lodging	\$0.00	x	0	nights	x	0	people	=		\$0.00
Per Diem	\$18.00	x	10	days	x	3	people	=		\$540.00
Car rental		x		days	x	0	car	=		\$0.00
Miscellaneous	\$50.00	x	6	units	x	1	units	=		\$300.00
Total Travel										\$2,632.00

ODC's

	Rate		#							
Mail	\$0.58	x	10	pieces				=		\$5.80
Overnight mail	\$20.00	x	4	pieces				=		\$80.00
Copies (8.5x11)	\$0.06	x	600	copies	misc prints			=		\$36.00
Copies (11x17)	\$0.12	x	1200	prints	100 shts/set, 3 sets, 4 submittals			=		\$144.00
Prints (22x34)	\$3.00	x	0	prints	Assumes no full-size prints			=		\$0.00
Mylars (22x34)	\$12.00	x	0	prints	Assumes no mylar submittals			=		\$0.00
Envir. Permits		x			TBD			=		\$0.00
Miscellaneous	\$50.00	x	4	units				=		\$200.00
Total ODC's										\$465.80

Phase 2 Travel and ODC's**\$3,097.80****PHASE 3****Travel**

From	Rancho Cordova									
To	Washington School Road over the Russian River									
	Rate		#			#				
Airfare (round trips)	\$0.00	x		trips	x		people	=		\$0.00
Mileage (personal vehicle)	\$0.560	x	320	miles (RT)	x	18	trips	=		\$3,225.60
Lodging	\$0.00	x		nights	x		people	=		\$0.00
Per Diem	\$18.00	x	18	days	x	2	people	=		\$648.00
Car rental		x		days	x		car	=		\$0.00
Miscellaneous	\$50.00	x	6	units	x	1	units	=		\$300.00
Total Travel										\$4,173.60

ODC's

	Rate		#							
Mail	\$0.58	x		pieces				=		\$0.00
Overnight mail	\$20.00	x		pieces				=		\$0.00
Copies (8.5x11)	\$0.06	x		copies				=		\$0.00
Copies (11x17)	\$0.12	x		prints				=		\$0.00
Prints (22x34)	\$3.00	x		prints				=		\$0.00
Mylars (22x34)	\$12.00	x		prints				=		\$0.00
Envir. Permits		x						=		\$0.00
Miscellaneous	\$50.00	x		units				=		\$0.00
Total ODC's										\$0.00

Supplemental Travel and ODC's**\$4,173.60**

Phase 2 Escalation Calculation																																				
Employee	Actual Employee Rate	Hours on Project	% of Project	Weighted Portion of Rate	For the purposes on estimating Escalation, TRC has assumed the following schedule. <table><tr><th>Year</th><th>Task</th><th>Date</th></tr><tr><td>1</td><td>Phase 1</td><td>5/1/22 to 4/30/23</td></tr><tr><td>2</td><td>Tax District Formation</td><td>5/1/23 to 4/30/24*</td></tr><tr><td>3</td><td>Phase 2 Environmental</td><td>5/1/24 to 4/30/25</td></tr><tr><td>4</td><td>Phase 2 Permitting</td><td>5/1/25 to 4/30/26</td></tr><tr><td>5</td><td>Phase 2 Final Design</td><td>5/1/26 to 4/30/27</td></tr><tr><td>6</td><td>Phase 3 Construction yr 1</td><td>5/1/27 to 4/30/28</td></tr><tr><td>7</td><td>Phase 3 Construction yr 2</td><td>5/1/28 to 4/30/29</td></tr><tr><td colspan="3">* Duration of this task may vary and is out of TRC's control</td></tr></table>					Year	Task	Date	1	Phase 1	5/1/22 to 4/30/23	2	Tax District Formation	5/1/23 to 4/30/24*	3	Phase 2 Environmental	5/1/24 to 4/30/25	4	Phase 2 Permitting	5/1/25 to 4/30/26	5	Phase 2 Final Design	5/1/26 to 4/30/27	6	Phase 3 Construction yr 1	5/1/27 to 4/30/28	7	Phase 3 Construction yr 2	5/1/28 to 4/30/29	* Duration of this task may vary and is out of TRC's control		
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PICQA/QC	\$ 130.00	88	1.14%	\$1.49																																
Project Manager	\$ 105.77	707	9.18%	\$9.71																																
Assist. PM/Lead Roadway	\$ 108.18	498	6.47%	\$7.00																																
Lead BridgeEngineer	\$ 74.04	694	9.01%	\$6.67																																
Project Engineer	\$ 76.77	788	10.23%	\$7.86																																
SeniorEngineer	\$ 59.32	464	6.03%	\$3.57																																
Engineer II	\$ 48.86	1,104	14.34%	\$7.00																																
Engineer I	\$ 40.13	1,376	17.87%	\$7.17																																
Eng. CADD Supervisor	\$ 52.34	518	6.73%	\$3.52																																
Eng. CADD Technician	\$ 40.13	1,416	18.39%	\$7.38																																
Eng. Adm. Assistant	\$ 29.66	48	0.62%	\$0.18																																
Data Processor	\$ 29.66	0	0.00%	\$0.00																																
		7,701.00	100.00%	\$61.55	TRC ave rate																															

Year		Est hours spent per year	Est % spent per year	Unescalated Ave. Rate	Escalation	Escalated Ave. Rate	Total Unescalated Labor	Total Escalated Labor	Escalated Labor by Year
1	Phase 1	0.0	0%	\$61.55					
2	Tax District	0.0	0%	\$61.55	3.0%	\$63.40	\$0	\$0	\$0
3	Phase 2 ENV	2567.0	33%	\$61.55	3.0%	\$65.30	\$158,007	\$167,629	\$9,623
4	Phase 2	2567.0	33%	\$61.55	3.0%	\$67.26	\$158,007	\$172,658	\$14,651
5	Phase 2	2567.0	33%	\$61.55	3.0%	\$69.28	\$158,007	\$177,838	\$19,831
6	Phase 3	0.0	0%	\$61.55	3.0%	\$71.36	\$0	\$0	\$0
7	Phase 3	0.0	0%	\$61.55	3.0%	\$73.50	\$0	\$0	\$0
		7701.00	100%				\$474,020	\$518,126	\$44,105

Phase 3 Escalation Calculation																																				
Employee	Actual Employee Rate	Hours on Project	% of Project	Weighted Portion of Rate	<div>For the purposes on estimating Escalation, TRC has assumed the following schedule.</div> <table><thead><tr><th>Year</th><th>Task</th><th>Date</th></tr></thead><tbody><tr><td>1</td><td>Phase 1</td><td>5/1/22 to 4/30/23</td></tr><tr><td>2</td><td>Tax District Formation</td><td>5/1/23 to 4/30/24*</td></tr><tr><td>3</td><td>Phase 2 Environmental</td><td>5/1/24 to 4/30/25</td></tr><tr><td>4</td><td>Phase 2 Permitting</td><td>5/1/25 to 4/30/26</td></tr><tr><td>5</td><td>Phase 2 Final Design</td><td>5/1/26 to 4/30/27</td></tr><tr><td>6</td><td>Phase 3 Construction yr 1</td><td>5/1/27 to 4/30/28</td></tr><tr><td>7</td><td>Phase 3 Construction yr 2</td><td>5/1/28 to 4/30/29</td></tr><tr><td colspan="3">* Duration of this task may vary and is out of TRC's control</td></tr></tbody></table>					Year	Task	Date	1	Phase 1	5/1/22 to 4/30/23	2	Tax District Formation	5/1/23 to 4/30/24*	3	Phase 2 Environmental	5/1/24 to 4/30/25	4	Phase 2 Permitting	5/1/25 to 4/30/26	5	Phase 2 Final Design	5/1/26 to 4/30/27	6	Phase 3 Construction yr 1	5/1/27 to 4/30/28	7	Phase 3 Construction yr 2	5/1/28 to 4/30/29	* Duration of this task may vary and is out of TRC's control		
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PICQA/QC	\$ 130.00	2	0.11%	\$0.15																																
Project Manager	\$ 105.77	394	22.23%	\$23.52																																
Assist. PM/Lead Roadway	\$ 108.18	208	11.74%	\$12.70																																
Lead BridgeEngineer	\$ 74.04	380	21.44%	\$15.88																																
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Eng. Adm. Assistant	\$ 29.66	0	0.00%	\$0.00																																
Data Processor	\$ 29.66	0	0.00%	\$0.00																																
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Year		Est hours spent per year	Est % spent per year	Unescalated Ave. Rate	Escalation	Escalated Ave. Rate	Total Unescalated Labor	Total Escalated Labor	Escalated Labor by Year
1	Phase 1	0.0	0%	\$77.74					
2	Tax District	0.0	0%	\$77.74	3.0%	\$80.07	\$0	\$0	\$0
3	Phase 2 ENV	0.0	0%	\$77.74	3.0%	\$82.47	\$0	\$0	\$0
4	Phase 2	0.0	0%	\$77.74	3.0%	\$84.94	\$0	\$0	\$0
5	Phase 2	0.0	0%	\$77.74	3.0%	\$87.49	\$0	\$0	\$0
6	Phase 3	886.0	50%	\$77.74	3.0%	\$90.12	\$68,874	\$79,843	\$10,970
7	Phase 3	886.0	50%	\$77.74	3.0%	\$92.82	\$68,874	\$82,239	\$13,365
		1772	100%				\$137,747	\$162,082	\$24,335

Exhibit B

FEDERAL REQUIREMENTS – FHWA

Professional Services Agreements

[Revise Date 02-22]

1. Disadvantaged Business Enterprise (DBE) Participation.

- 1.1. Consultant, subrecipient (County), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the County shows a contract goal for DBEs. Consultant shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

Consultant shall meet the DBE goal shown below or demonstrate that it made adequate good faith efforts to meet this goal. It is Consultant's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes or work code applicable to the type of work the firm will perform on the contract. Additionally, Consultant is responsible to document the verification record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies Consultant purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

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

- 1.2. The goal for DBE participation for this Agreement is 15%. Participation by a DBE consultant or subconsultant shall be in accordance with information contained in the Caltrans Local Assistance Procedures Manual (LAPM) Form, Exhibit 10-O1 "Consultant Proposal DBE Commitment," or Exhibit 10-O2 "Consultant Contract DBE Information," incorporated as part of the Agreement by this reference. If a DBE subconsultant is unable to perform its obligations under this Agreement, Consultant shall make a good faith effort to replace him/her with another DBE subconsultant, if the participation goal is not otherwise met.
- 1.3. Consultant can meet the DBE participation goal by either documenting commitments to DBEs to meet the Agreement goal, or by documenting adequate good faith efforts to meet the Agreement goal. An adequate good faith effort means that the Consultant must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the

DBE goal. If Consultant has not met the DBE goal, complete and submit LAPM Form, 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.

- 1.4. Under 49 CFR 26.13(b): County, Consultant, or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Consultant shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

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

1. Withholding monthly progress payments;
 2. Assessing sanctions;
 3. Liquidated damages; and/or
 4. Disqualifying Consultant from future proposing as non-responsible.
- 1.5. Consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless Consultant or DBE subconsultant obtains the County’s written consent. Consultant shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the County. Unless the County’s consent is provided, the Consultant shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in Consultant’s bid or proposal.

The County authorizes a request to use other forces or sources of materials if Consultant shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
 2. The County stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the County’s bond requirements.
 3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
 4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
 5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
 6. Listed DBE is ineligible to work on the project because of suspension or debarment.
 7. Listed DBE becomes bankrupt or insolvent.
 8. Listed DBE voluntarily withdraws with written notice from the Contract
 9. Listed DBE is ineligible to receive credit for the type of work required.
 10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
 11. The County determines other documented good cause.

Consultant shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise Consultant and the County of the reasons why the use of other forces or sources of materials should not occur.

Consultant's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph
2. Notices from Consultant to the DBE regarding the request
3. Notices from the DBEs to Consultant regarding the request

If a listed DBE is terminated or substituted, Consultant must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

- 1.6. The County's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The County shall request Consultant to:

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

If Consultant is a DBE Consultant, it shall include the date of work performed by its own forces and the corresponding value of the work.

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

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

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

- 1.7. A DBE is only eligible to be counted toward the Agreement goal if it performs a Commercially Useful Function (CUF) on the Agreement. CUF must be evaluated on an agreement-by-agreement basis. A DBE performs a 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.

- 1.8. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, 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.
- 1.9. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract 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.
- 1.10. Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- 1.11. If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify Consultant in writing with the date of certification. Any changes should be reported to County within 30 days.
- 1.12. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Section.

2. Debarment and Suspension.

- 2.1. This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 1200. As such, Consultant is required to verify that none of Consultant, its principals (defined at 2 CFR Part 180.995), or its affiliates (defined at 2 CFR Part 180.905) are excluded (defined at 2 CFR Part 180.940) or disqualified (defined at 2 CFR Part 180.935). Covered transactions shall not be entered into with excluded or disqualified persons or with parties listed on the Government's Excluded Parties List System in the System for Award Management (SAM). The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. No entity, including subcontractors, may receive any federal funds through this Agreement unless the entity has provided its unique entity identifier to County.
- 2.2. Consultant, by executing this Agreement, certifies under penalty of perjury under the laws of the State of California that Consultant or any person associated therewith in the capacity of owner, partner, director, officer or manager: (a) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; (b) has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; (c) does not have a proposed debarment pending; and (d) has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

- 2.3. 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.
- 2.4. Exceptions to the Federal Government Excluded Parties List System in SAM maintained by the U.S. General Services Administration are to be determined by the Federal Highway Administration.
- 2.5. Consultant agrees that neither Consultant nor any of its third party subconsultants shall enter into any subcontracts for any of the work under this Agreement with a third party who is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs.
- 2.6. This certification is a material representation of fact relied upon by County. If it is later determined that Consultant did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 1200, subpart C, in addition to remedies available to County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

3. Lobbying (Byrd Anti-Lobbying Amendment, 31 USC 1352 (as amended))

(all contracts and subcontracts in excess of \$150,000)

- 3.1. Consultant shall not use or expend any funds received under this Agreement with any person or organization to influence or attempt to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 3.2. Consultant, by executing this Agreement, certifies, to the best of his or her knowledge and belief, that: (a) No federal, state or local appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this Agreement; and (b) If any funds other than federal, state, or local 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3.3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 and 49 CFR Part 20. 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.
- 3.4. Consultant also agrees by signing this Agreement that it shall require that the language of this Section be included in all subcontracts that exceed one hundred thousand dollars (\$100,000), and that all such subconsultants shall certify and disclose accordingly.

4. Cost Principles and Administrative Requirements.

Consultant agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost. Consultant also agrees to comply with federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by Consultant to County. When a Consultant or subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

5. Equal Employment Opportunity Compliance.

(all contracts involving “construction work” as defined in 41 CFR 61-1.3, including construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services; also including the supervision, inspection, and other onsite functions incidental to the actual construction)

Consultant agrees to comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). 41 CFR 60-1.4 is hereby incorporated by reference. During the performance of this Agreement, Consultant agrees as follows:

- 5.1. Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Consultant 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. Consultant 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.
- 5.2. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 5.3. Consultant 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 Consultant’s legal duty to furnish information.
- 5.4. Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided

advising the said labor union or workers' representatives of Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 5.5. Consultant 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.
- 5.6. Consultant 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.
- 5.7. In the event of Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Consultant 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.
- 5.8. Consultant will include this Section 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. Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

6. Non-Discrimination Clause and Statement of Compliance.

- 6.1. Consultant's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with the nondiscrimination program requirements of Cal. Gov. Code § 12990 and 2 CCR § 8103.
- 6.2. During the performance of this Agreement, Consultant and its subconsultants shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- 6.3. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Cal. 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.

- 6.4. Consultant shall permit access by representatives of the Department of Fair Employment and Housing and 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.
- 6.5. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- 6.6. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

6.7. Title VI Assurances.

During the performance of this Contract, Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as "Consultant" in this Section 6.7 and Section 6.8) agrees as follows:

- 6.7.1. Compliance with Regulations: Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations") which are herein incorporated by reference and made a part of this Agreement.
- 6.7.2. Non-discrimination: Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- 6.7.3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 6.7.4. Information and Reports: Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts Consultant has made to obtain the information.
- 6.7.5. Sanctions for Noncompliance: In the event of Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the recipient shall impose such

agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: (i) withholding payments to Consultant under the Agreement within a reasonable period of time, not to exceed 90 days; and/or (ii) cancellation, termination or suspension of this Agreement, in whole or in part.

- 6.7.6. Incorporation of Provisions: Consultant shall include the provisions of subparagraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

6.8. Pertinent Non-Discrimination Authorities:

During the performance of this Agreement, Consultant agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

7. Text Messaging While Driving.

- 7.1. In accordance with Executive Order 13513 “Federal Leadership on Reducing Text Messaging While Driving” and Department of Transportation Order 3902.10 “Text Messaging While Driving,” text messaging while driving is prohibited in the performance of any duties included under this Agreement for both Consultant and any sub-consultants. Consultant shall include a provision prohibiting texting while driving in all sub-consultant agreements entered into under this Agreement.
- 7.2. For the purposes of this provision, “driving” means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light or stop sign, or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.
- 7.3. For the purposes of this provision, “text messaging” means reading from or entering data into any handheld or other electronic device, including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

8. Energy Conservation Requirements.

- 8.1. Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).
- 8.2. Consultant agrees to include the above paragraph in each subcontract such that all provisions will equally apply to the subcontractor. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject thereto.

9. Clean Air and Water Requirements.

- 9.1. Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q), as amended, and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1388) (as all or any may be amended), and will report violations to the FHWA and the Regional Office of the Environmental Protection Agency (EPA).
- 9.2. Consultant agrees to report each violation of these requirements to the County and understands

and agrees that the County will, in turn, report each violation as required to assure notification to FHWA and the appropriate EPA regional office.

- 9.3. Consultant agrees to include the above paragraphs in each subcontract exceeding \$150,000, such that all provisions will equally apply to the subconsultant. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject thereto.

10. Notice of Requirements Pertaining to Copyrights.

- 10.1. Consultant agrees that the FHWA shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes: (a) the copyright in any work developed with the assistance of funds provided under this Agreement; (b) any rights of copyright to which Consultant purchases ownership with the assistance of funds provided under this Agreement.
- 10.2. Consultant agrees to include the above paragraph in each subcontract such that all provisions will equally apply to the subconsultant. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject thereto.

Exhibit C

FEDERAL REQUIREMENTS – FEMA

Procurement Contracts (non-subawards))
Construction (TPW Caltrans Spec.) and Services Agreements
[Version 11-1-21]

1. DEFINITIONS

- 1.1 Government** means the United States of America and any executive department or agency thereof.
- 1.2 FEMA** means the Federal Emergency Management Agency.
- 1.3 Third Party Subcontract** means a subcontract at any tier entered into by Consultant or any subconsultant or subcontractor, financed in whole or in part with federal assistance derived from the Federal Emergency Management Agency.
- 1.4** For purposes of this Exhibit, **Consultant** may be referred to as “Contractor” or “contractor.”
- 1.5 Agreement** or “**Contract**” means that certain Agreement between the County of Sonoma (“County”) and Contractor, and to which this Exhibit is made a part.

2. GENERAL REQUIREMENTS

- 2.1** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this Agreement. Contractor must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
- 2.2** Contractor shall at all times comply with all applicable federal laws, regulations, executive orders, Office of Budget and Management circulars, FEMA policies, procedures, directives, and program or grant conditions, as they may be amended or promulgated from time to time during the term of this Agreement, including but not limited to those requirements of 2 C.F.R.¹ 200.317 through 200.327 and Appendix II to 2 CFR Part 200—“Contract Provisions for Non-Federal Entity Contracts Under Federal Awards,” which is included herein by reference; and including the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, the Civil Rights Act of 1964 (Title VI); the Civil Rights Act of 1968 (Title VIII); the Drug-Free Workplace Act of 1988; the Drug Abuse Office and Treatment Act of 1972; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; the Public Health Service Act of 1912; the Education Amendments of 1972 (Title IX); the Equal Opportunity in Education Act; the Energy Policy and Conservation Act; the False Claims Act; the Hotel and Motel Fire Safety Act of 1990; the National Environmental Policy Act; the Rehabilitation Act of 1973; the Whistleblower Protection Act (including 41 USC 4712); the Hatch Act (5 U.S.C.² 1501 et seq.); and all related and Department of Homeland Security-mandated federal regulations, including 44 CFR Part 7.
- 2.3** Whether or not expressly set forth herein, all contractual provisions required by FEMA (including as may be amended or modified from time to time) are hereby incorporated by reference. This agreement may be amended to further incorporate and expressly state new, revised, and or subsequent contractual provisions required by FEMA. In the event of any conflict between any provision of this Agreement, this Exhibit, or any FEMA term, condition, or requirement, the stricter standard shall apply. Contractor shall refer any inconsistency or perceived inconsistency between this Agreement and any federal requirement to County for guidance. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests that would cause County to be in violation of any FEMA term, condition, or requirement.

¹ Code of Federal Regulations (“CFR”).

² United States Code (“USC”).

- 2.4 The Government shall enjoy the right to seek judicial enforcement of any law, regulation, condition, or provision stated herein.
- 2.5 Contractor shall ensure it has the necessary processes and systems in place to comply with applicable federal reporting requirements, including those contained in 2 CFR Part 170 as applicable.
- 2.6 INTENTIONALLY OMITTED
- 2.7 Repair or Construction Activity. For all repair or construction activity done pursuant to this Agreement (if applicable), all such repair or construction shall be carried out in accordance with applicable standards of safety, decency, and sanitation and in conformity with applicable codes, specifications and standards, including those required pursuant to 44 CFR 206.400.
- 2.8 Contractor agrees to include the herein-stated clauses in each Third Party Subcontract such that all provisions will equally apply to the subcontractor. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject thereto.

3. ACCESS TO RECORDS

- 3.1 Contractor shall provide County and the Department of Homeland Security access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by federal regulations and other applicable laws or program guidance.
- 3.2 Contractor agrees to provide County, the State of California, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.
- 3.3 In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the County and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- 3.4 The Contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than five years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date all projects, programs, and close outs are completed, except in the event of audit, litigation, or settlement of claims arising from this Agreement, in which case, Contractor agrees to maintain same until the County, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. Contractor shall grant County the option of retention of the records, books, papers, and documents in unalterable, electronic form if Contractor elects to dispose of said documents following the mandatory retention period.
- 3.5 The requirements set forth above are all in addition to, and should not be considered to be in lieu of, any more stringent requirement set forth in the Agreement.

4. DEBARMENT AND SUSPENSION

- 4.1 This Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- 4.2 Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 4.3 Contractor represents, warrants, and certifies that it, and its principals, is and are not debarred, suspended, or otherwise excluded from or disqualified or ineligible for participation in Federal assistance programs or activities, including under Executive Order 12549, "Debarment and Suspension" or Executive Order 12689, and that it (and each of its principals) is not on the Excluded Parties List System in the System for Award Management (SAM) or on any comparable list of precluded persons, entities, or facilities. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this Agreement with a third party who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or any federal regulation, including 2 CFR Part 180.
- 4.4 This certification is a material representation of fact relied upon by County. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4.5 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- 4.6 Contractor agrees to the provisions of Exhibit C-1, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this Agreement and Exhibit C-1, Contractor is the "prospective lower tier participant."

5. NO OBLIGATION BY FEDERAL GOVERNMENT

Contractor acknowledges and agrees that the federal government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Contractor, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the Agreement.

6. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE (all construction contracts meeting the definition of "federally assisted construction contract" under 41 CFR 60-1.3)

Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). 41 CFR 60-1.4 is hereby incorporated by reference.

During the performance of this Agreement, the contractor agrees as follows:

- 6.1 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.

- 6.2 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.
- 6.3 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.
- 6.4 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.
- 6.5 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.
- 6.6) 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.
- 6.7) 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 contract 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 Contract Provisions Guide 12 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.
- 6.8 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 administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant 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: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency,

instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor 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 applicant 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 applicant 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 applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

7. NONDISCRIMINATION CLAUSE

7.1 Contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, denial of family care leave, or based on any other prohibited basis.

7.2 Contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS (all contracts in excess of \$100,000 that involve the employment of mechanics, laborers, or construction work, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

Contractor and all subcontractors shall comply with the Contract Work Hours and Safety Standards Act, 40 USC 3701 through 3708 (including sections 3702 and 3704), as supplemented by Department of Labor regulations at 29 CFR Part 5, which are incorporated hereto. Contractor and all subcontractors shall 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 subject to conditions, as stated in the Act and regulations. No laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety.

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or

- permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
 - (3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
 - (4) Subcontracts. The contractor (and all subcontractors) shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Further requirements are contained in the Davis-Bacon provisions (*see* 29 CFR 5.5(a)) stated further herein and are incorporated here by reference.

To the extent work under this Agreement is not covered by any of the other statutes listed in 29 CFR 5.1, further compliance with the Contract Work Hours and Safety Standards Act shall be required as follows:

- (1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

9. NOTICE OF REPORTING REQUIREMENTS

Contractor acknowledges that it has read and understands the reporting requirements of FEMA, including the “SF-425 Federal Financial Report Filing Instructions” (available at <https://www.fema.gov/media-library/assets/documents/28389>). Contractor agrees to comply with all applicable reporting requirements, including those contained in any grant terms and conditions, notices of funding opportunity, or any program guidance associated with any FEMA funding related to this Agreement.

10. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS

10.1 Contractor agrees that FEMA reserves and shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:

10.1.1 The copyright in any work developed with the assistance of funds provided under this Agreement;

10.1.2 Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.

10.2 Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Agreement to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Agreement, the Contractor will deliver to the County data first produced in the performance of this Agreement and data required by the Agreement but not first produced in the performance of this Agreement in formats acceptable by the County.

11. RIGHTS TO INVENTIONS (contracts meeting the definition of “funding agreements” (see 37 CFR Part 401) for experimental, research, or development projects)
-NOT APPLICABLE-

12. CLEAN AIR AND WATER POLLUTION REQUIREMENTS (all contracts and subcontracts in excess \$150,000)

12.1 Clean Air Act

12.1.1 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. (42 USC 7401-7671q).

12.1.2 Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

12.1.3 Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

12.2 Federal Water Pollution Control Act

- 12.2.1** Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. (33 USC 1251-1388).
- 12.2.2** Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- 12.2.3** Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

13. TERMINATION FOR CONVENIENCE OF COUNTY (all contracts in excess of \$10,000)

For construction contracts, see Section 8 of the incorporated version of Caltrans Standard Specifications, as may be modified by County's applicable Notice to Bidders, Special Provisions, and Addenda.

For services contracts, see Article 4 of the "Standard Professional Services Agreement."

14. TERMINATION FOR CAUSE/DEFAULT (all contracts in excess of \$10,000)

Contractor's failure to perform or observe any term, covenant or condition of this Agreement shall constitute an event of default under this Agreement.

For construction contracts, see Section 8 of the incorporated version of Caltrans Standard Specifications, as may be modified by County's applicable Notice to Bidders, Special Provisions, and Addenda.

For services contracts, see Article 4 of the "Standard Professional Services Agreement."

15. CHANGES

For construction contracts, see Sections 4 and 8 of the incorporated version of Caltrans Standard Specifications, as may be modified by County's applicable Notice to Bidders, Special Provisions, and Addenda.

For services contracts, see Article 8 of the "Standard Professional Services Agreement."

16. LOBBYING (Byrd Anti-Lobbying Amendment, 31 USC 1352 (as amended)) (all contracts and subcontracts in excess of \$100,000)

16.1 Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Contractor, and each tier to the tier above, certifies 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 the making or obtaining of any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

16.2 Contractor shall file the required certification, Exhibit [X]-2, *Certification Regarding Lobbying*, attached hereto and incorporated herein, and shall obtain such certifications for all subcontracts in excess of \$100,000

17. AFFIRMATIVE SOCIOECONOMIC STEPS (MBE / WBE)

If subcontracts are to be let, Contractor, as prime contractor, is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

18. PROCUREMENT OF RECOVERED MATERIALS

18.1 Contractor shall comply with Section 6002 of the 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.

18.2 In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

19. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or

service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

- (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

20. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

21. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

22. DHS SEAL, LOGO, AND FLAGS

Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

23. DAVIS-BACON ACT AND COPELAND ANTI-KICKBACK ACT (only prime construction, repair, or alteration contracts in excess of \$2,000 funded under the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, or Rehabilitation of High Hazard Potential Dams Program)

a. Compliance with the Davis –Bacon Act:

Contractor shall comply with the Davis-Bacon Act (40 USC 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 CFR Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. This contract is awarded on condition that said prevailing wage determination is accepted. Contractor shall pay wages not less than once a week.

Without limitation to the foregoing, and applicable as to all contracts under the Contract Work Hours And Safety Standards (above, Section 8), Contractor shall comply as follows:

29 CFR 5.5(a)

(1) ***Minimum wages.***

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably

anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) ***Withholding.*** The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the County may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) ***Payrolls and basic records.***

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under

approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the County or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees* -

(i) ***Apprentices.*** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor

will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) ***Trainees.*** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) ***Equal employment opportunity.*** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) ***Compliance with Copeland Act requirements.*** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) ***Subcontracts.*** The contractor and all subcontractors shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the County may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) ***Contract termination: debarment.*** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) ***Compliance with Davis-Bacon and Related Act requirements.*** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) ***Disputes concerning labor standards.*** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) ***Certification of eligibility.***

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

b. Compliance with the Copeland “Anti-Kickback” Act (required for all construction contracts over \$2,000 where Davis-Bacon requirements also apply):

- (1) Contractor. The contractor (and all subcontractors) is expressly bound and shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. 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.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

24. BONDS (all construction or facility improvement contracts, or any subcontracts thereof, exceeding \$250,000)

Unless otherwise excepted in writing by County, Contractor shall obtain and maintain bonds as follows:

24.1 A performance bond for 100 percent of the Agreement price, and

24.2 A payment bond for 100 percent of the Agreement price.

Exhibit C-1

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or Contractor receiving Federal funds, as well as any subcontractors that the agency or Contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 CFR Part 17, County may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any Contractor that is debarred, suspended, or ineligible under 44 CFR Part 17.

Instruction for Certification

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions

1. Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

Contractor Signature

Date

Exhibit C-2

APPENDIX A, 44 C.F.R. PART 18 –CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or organization for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining or awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative 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 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Contractor's
Authorized Official - Signature

Title

Date

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/06/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: <table border="1"> <tr> <th data-bbox="815 422 1433 449">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1433 422 1563 449">NAIC #</th> </tr> <tr> <td data-bbox="815 449 1433 478">INSURER A : National Union Fire Ins. Co.</td> <td data-bbox="1433 449 1563 478">19445</td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Ins. Co.	19445						
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INSURER A : National Union Fire Ins. Co.	19445										
INSURED TRC Engineers, Inc.; TRC Solutions, Inc. TRC Companies, Inc., 6 Executive Circle, Suite 200 Irvine, CA 92614	<table border="1"> <tr> <td data-bbox="815 485 1433 512">INSURER B : Allied World Assurance Company (U.S.)</td> <td data-bbox="1433 485 1563 512">19489</td> </tr> <tr> <td data-bbox="815 512 1433 539">INSURER C : Evanston Insurance Company</td> <td data-bbox="1433 512 1563 539">35378</td> </tr> <tr> <td data-bbox="815 539 1433 567">INSURER D : New Hampshire Ins. Co.</td> <td data-bbox="1433 539 1563 567">23841</td> </tr> <tr> <td data-bbox="815 567 1433 594">INSURER E : AIU Insurance Company</td> <td data-bbox="1433 567 1563 594">19399</td> </tr> <tr> <td data-bbox="815 594 1433 621">INSURER F : Steadfast Insurance Company</td> <td data-bbox="1433 594 1563 621">26387</td> </tr> </table>	INSURER B : Allied World Assurance Company (U.S.)	19489	INSURER C : Evanston Insurance Company	35378	INSURER D : New Hampshire Ins. Co.	23841	INSURER E : AIU Insurance Company	19399	INSURER F : Steadfast Insurance Company	26387
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COVERAGES

CERTIFICATE NUMBER: 22-23

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL5341999	04/01/2022	04/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA4773667 (AOS) CA4773668 (MA)	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			03127873	04/01/2022	04/01/2023	EACH OCCURRENCE \$2,000,000
C	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$10,000			MKLV2EFX100862	04/01/2022	04/01/2023	AGGREGATE \$2,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC022298274 (AOS) WC022298275 (CA)	04/01/2022	04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
F	Prof. Liab. incl. Poll. Liability			PEC019684306	04/01/2022	04/01/2023	Per Claim \$1,000,000 Aggregate \$1,000,000

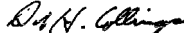
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies.

Once awarded a Contract, the Certificate Holder will be named as an Additional Insured with respects to General & Automobile Liability where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

County of Sonoma Dept. of Transportation & Public Works 2300 County Center Drive, #B-100 Santa Rosa, CA 95403	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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