

Standard Professional Services Agreement (“PSA”)

Federal Funds

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement (“Agreement”), dated as of _____, 20__ (“Effective Date”) is made by and between the County of Sonoma, a political subdivision of the State of California (“County”), and MGE Engineering, Inc. (“Consultant”).

RECITALS

WHEREAS, Consultant represents that it is a duly qualified consultant engineer, experienced in the preparation of Plans, Specifications, and Estimates 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 PS&E for the River Road Bank Stabilization Project (C21900).

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

AGREEMENT

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:

Robert Sennett, PE, SE, Vice President

Martin McIlroy, PG, CEG, PE

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.

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

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

1.6. Federal Requirements.

Consultant shall comply with all applicable federal requirements as set forth in Exhibit B "Federal Requirements – FEMA" (the "Federal Requirements"). 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 \$33,967.71. 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 mailed to County's Contract Administrator at the following address:

Yoash Tilles
yoash.tilles@sonoma-county.org

2.9. Contract Value.

The total amount payable by County including the fixed fee shall not exceed \$980,311.43.

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 \$1,078,342. 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.

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 **10/31/2025** unless extended by contract amendment.

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 C, 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

- A. 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.
- B. Consultant certifies that it has disclosed to County any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. Consultant agrees to advise County of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. 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.
- C. 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.
- D. 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. 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. 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 and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. County, Caltrans Auditor, FHWA, or any duly authorized representative of the federal government having jurisdiction under federal laws or regulations (including the basis of federal funding in whole or in part) shall have access to any books, records, and documents of 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.

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

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between County and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to County for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from County's obligation to make payments to the Consultant.
- B. 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.
- C. Consultant shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to Consultant by County.
- D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.

- E. 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.

- A. 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.
- B. 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.
- C. 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.

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

- D. County has the option to terminate the Agreement pursuant to Article 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.

- A. 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.
- B. 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.
- C. 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.

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

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

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:

MGE Engineering, Inc.
Attn: Robert Sennett
7415 Greenhaven Drive, Suite 100
Sacramento, CA 95831
916-421-1000
rsennett@mgeeng.com

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: _____

Title: _____

Date: _____

COUNTY OF SONOMA:

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

By: _____

Department Analyst

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

Scope of Work

Task 1: Project Management, Coordination, and Quality Control

This task applies throughout all phases until design completion and is summarized below.

Communication and Coordination – MGE will develop task and scope, provide written communication via telephone or email as well as face-to-face meetings as required throughout the term of the contract. Administration and invoicing will occur monthly.

Project Schedule - MGE will prepare and maintain a detailed project schedule that includes project tasks and will include County review time and Project Delivery Team (PDT) responsibilities.

Kick-off Meeting - MGE will meet with County staff to establish communication and administrative protocol, finalize the schedule, identify environmental and technical issues, and obtain data from the County.

Semi-monthly Meetings – MGE will participate in semi-monthly meetings during the project development. MGE will only include subconsultants in the meeting, on an as-needed basis.

Progress Reports - MGE will submit a monthly Progress Report to accompany invoices that will include a narrative on work accomplished; work planned for the next reporting period; information/decisions required to maintain project schedule and complete deliverables; and budget.

Quality Control - MGE will develop a detailed Quality Control Plan to be used to ensure that deliverables are complete and accurate. Transmittals for all deliverables will include the name(s) and contact information of the person(s) involved in ensuring quality deliverables.

Task 1 Deliverables:

- Copies of meeting agenda and minutes, progress reports

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. MGE will prepare Preliminary (35%) Engineering design plans for up to three (3) stabilization alternatives. The Preliminary Engineering will be informed by input from County, landowner, investigations during this project and previous studies.

2.1 ASSESS AVAILABLE INFORMATION

The MGE team will assess all available information on the project. Such information may include existing drawings, studies and reports, or preliminary engineering performed by others. This information will be included in the Alternatives Memo as appropriate.

2.2 ALTERNATIVES ANALYSIS AND 35% DESIGN LEVEL PLANS

The MGE team will evaluate three alternative designs and will use input from this preliminary engineering phase to refine the alternative design concepts for the project site. The MGE team will use environmental, right-of-way, resource agency input, and engineering information to evaluate the concepts. Conceptual designs and costs estimates (that include a 30% contingency) will be included in an Alternatives Memo that will be used in discussions with the County (and others, as necessary) to select an alternative. Once an alternative is selected, MGE will proceed with 35% design level plans.



The 35% engineering plans will provide stabilization footprint, layout, and elements. In addition to the bank stabilization, the design may include rock vanes or bendway weirs, biotechnical stabilization and habitat enhancement features. The plans will identify site constraints and limits, and description of how geomorphic and hydraulic processes will maintain project functions. This will include a description of the desired flow engagement condition for the off-channel and large wood features, and desired feature evolution. Plans will be developed in AutoCAD and will provide detailed layout and dimensions of the project elements based on available LiDAR topography and supplemental ground survey of the project site. Under this task project feasibility will be assessed including identifying proposed potential soil disposal locations and haul routes.

A provisional list of plan sheets for the 35% plans submittal is listed here:

Title:

Title Sheet

Overview Site Plan

Stabilization Alternatives (up to 3) – Plan View

Typical Sections

The actual list of drawings may be refined as the design is developed. After draft plans are prepared, MGE will prepare a utility “A” letter to notify utilities of the project. MGE will prepare a draft and final set of 35% design level plans for this task. MGE expects that FEMA approval of the plans and alternative will be required before starting final design.

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

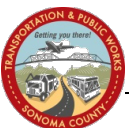
- Preparation of the River Road Bank Stabilization project CEQA documents.
- Identify issues that must be addressed in the design.

Task 2 Deliverables:

- Alternatives Memo
- Meeting Minutes for Alternatives Memo Meeting with County and others
- Identify studies necessary for CEQA/ NEPA compliance, perform fieldwork, and produce reports as required
- Preliminary 35% design level drawings and reports
- Construction Cost Estimates
- AutoCAD .dwg files of preliminary design drawings

Assumptions:

- Three alternatives will be evaluated
- A maximum of 1,700 linear feet of bank will require improvement
- Realignment of River Road is excluded from alternatives since hazard mitigation (i.e., reducing erosion and stabilizing the bank) is priority
- Alternatives will likely require in-channel work during construction



Task 3: Surveying/Mapping/ROW Engineering:

C&P 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 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 the River Road Bank Stabilization and develop stream cross section data necessary for hydraulic analysis. Also:

- Determine the need for additional ROW or temporary and/ or permanent easements for:
 - Temporary staging and stockpile locations of construction equipment and materials respectively.
 - Maintenance and operation of the River Road Stabilization Project
- Prepare legal descriptions
- Plats and closure calculations for permanent and temporary construction easements

3.1 CONTROL

Survey vertical control will 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.

3.2 TOPOGRAPHIC SURVEY

The topographic survey will include at minimum the following:

- Any potential affected private structures, private roads, driveways, and private agricultural land.
- Any potential affected public infrastructure including, but not limited roads, bridges, water, sewer, and storm drain conveyance systems
- 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 will extend at least 1000-feet up and down river as required for hydraulic studies.
 - Tributaries shall be included when impacted by the project
- River Cross Sections for Hydrologic Analysis
 - Cross sections will be conducted at the erosion site and at selected locations up and downstream of the erosion site for input into the hydraulic model.
- River Road Bank Stabilization Design
- Extents of potential grading
- Supplemental surveys, as necessary, to collect data after emergent issues develop (e.g., wetlands and environmentally sensitive areas).
- Topographic survey will include all necessary work to produce a topographic map and an electronic surface model compatible with Civil3D 2021, including features such as, but not limited to



surveying driveways, structures, existing rock slope protections, headwalls, bridges, retaining walls or decorative walls, vineyard rows, trees that are 4-inches and greater diameter at breast height, structures, existing lighting, drainage facilities, pavement delineation, and any other pertinent information that could apply to the project during design.

Task 3 Deliverables

- Topographic survey map and electronic surface model compatible with Civil3D 2021
- Legal descriptions, plats and closure calculations for ROW acquisition and/ or easements
- AutoCAD .dwg file of the topographic survey

Task 4: Basis of Design Report (Hydrology & Hydraulics)

The design of bank stabilization measures will build upon a geomorphic assessment of channel evolution and bank retreat previously performed by ESA (ESA, 2017), a 2-dimensional hydraulic model of existing conditions previously developed by OEI (OEI, 2020) and conceptual engineering designs developed by ESA (ESA, 2017). The Basis of Design report will document the design process including recommendations for potential habitat enhancement elements and in addition will provide information to support the environmental documentation and permit processes. It will include the following sub-tasks:

4.1 GEOMORPHIC CONDITIONS UPDATE

The MGE Team will review existing site conditions to assess changes that may have occurred since the 2017 study. This will include review and overlay of aerial images, review of topographic information including the 2021 County LiDAR, and a site reconnaissance. Results will be documented in the Basis of Design Report.

4.2 HYDROLOGIC AND HYDRAULIC ASSESSMENT

OEI developed a 2-dimensional model of the project reach in 2020, based on a combination of LiDAR from 2013 supplemented by a small number of bathymetric cross sections surveyed in 2020. The model was input with peak flows estimated from a flow frequency analysis for the nearby Russian River at Geyserville flow gauge (USGS 11463500 Russian River at Geyserville) and a limited calibration exercise was performed based on readily available data. The project team will use the County's 2021 LiDAR to review changes in topography since the model was developed and determine whether the existing conditions hydraulic model or the hydrologic inputs require updates. Additional model calibration and sensitivity analysis will be performed. Based on conceptual designs developed by the team, OEI will then develop up to three proposed conditions hydraulic models representing potential bank stabilization concepts. OEI will run flows representing the 2, 5, 10, 50 and 100-year flow events for existing and proposed conditions, and will analyze velocity, shear stress and out of bank flow patterns.

4.3 BANK STABILIZATION AND EROSION ASSESSMENT

Results from the hydraulic model, geomorphic assessment and geotechnical investigation will be used by the team to estimate toe scour depths along the bank, identify stable bank angles, and identify the appropriate combination of biotechnical measures and/or rock sizing measures that are stable under the design flow conditions. Opportunities for incorporating habitat enhancement elements with the bank stabilization design will be identified. The team will develop up to three (3) conceptual alternatives for review by the client team. Bank-toe scour will be estimated using methods from Federal Highways Administration Technical Advisory T5140.20 or similar standards, while the effectiveness of potential biotechnical bank stabilization methods will be assessed using methods outlined in US Army Corps of Engineers Research and Development Center, Environmental Laboratory Technical Note SR-29 Stability Thresholds for Stream Restoration Materials. Rock sizing will be estimated using a combination of design standards approved by CALTRANS and the Federal Highway Administration.



Task 4 Deliverables

- Basis of Design Report (Geomorphology, Hydrology & Hydraulics)

Task 5: 65% PS&E

5.1 RIVER ROAD BANK STABILIZATION DEVELOPMENT

Task 5 represents the beginning of the Final Design phase of the project. MGE Team 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.

MGE will incorporate project investigations including topographic mapping, tree survey, base map survey, geotechnical investigation, hydraulic analyses and geomorphic analyses to advance the project from Preliminary (35%) Design to Intermediate (65%) Design. These studies will support the completion of all design-related work for the Intermediate (65%) Design plans, leaving only construction-related details for the 95% PSE. The team will use the data and analyses from the hydrology and hydraulic and structural design investigations, analysis, and computations to inform the preparation of detailed plans for the proposed stabilization of the failing Russian River Bank within the defined project limits. MGE will first obtain approval from the County prior to incorporating any specialized non-standard construction/building materials into the design.

Project plans prepared by MGE will include a complete set of plans at the 65% design level. Plans at 65% design should be sufficient to start right-of-way acquisition and for development of a benefit cost analysis that will be used to support a future Hazard Mitigation Grant Program Subapplication.

Contract drawings will be developed using AutoCAD 2021 or newer.

5.2 CONTRACT DRAWINGS

Contract drawings for the River Road Bank Stabilization will include as a minimum:

- General Plan
- General Notes, Index, Standard Plans List
- Survey Control and Layout
- Existing Site, Demolition, Access, and Staging Plans
- Grading Profile and Sections
- Drainage Plan, as necessary
- Biotechnical and Enhancement Details
- Erosion Control and Revegetation Plan
- Erosion Control Details and Revegetation Palette
- Plans, Profiles & Sections including Permeant Erosion Control Plans of the River Road bank
- Any environmentally sensitive areas, areas of cultural or tribal monitoring
- Traffic Control Plan
- Utilities, as necessary

MGE assumes the following elements/services are not needed/not included/will be provided by others:

- Special handling of excavated soils due to chemical concentrations



For each submittal, MGE will develop an Opinion of Probable Construction Costs based on Caltrans cost data, available USACE cost data, and recently constructed projects.

All drawings will be prepared per the most current County standards.

5.3 SPECIFICATIONS

MGE will develop project specifications and special provisions from the most current Caltrans and County standards. MGE will design the River Road Bank Stabilization Project and prepare the contract drawings consistent with these standards.

5.4 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. MGE 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 5 Deliverables

- 65%PS&E
- 65% Design Calculations

Task 5 County Decision Points

- Provide 65% PS&E review comments

Assumptions:

- Design effort and fee assumes a maximum of 1,700 linear feet of bank will require improvement
- Realignment of River Road is excluded from alternatives since hazard mitigation (i.e., reducing erosion and stabilizing the bank) is priority
- Alternatives will likely require in-channel work during construction

Task 6a: CEQA Review

The team understands that the County 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. During the CEQA review, additional studies could become necessary and may require an addendum scope of services and fee to address emergent environmental issues.

6.1 AGENCY PRE-APPLICATION/INTERAGENCY COORDINATION MEETING

Early in project development, the MGE team will work with the County to host one virtual pre-application interagency coordination meeting with key permitting agencies, including federal funding agencies, NMFS, USFWS, USACE, RWQCB, and/or CDFW. TPW and/or Permit Sonoma will lead engagement and scheduling coordination with participating agencies. Key items for discussion will include agreement on roles and responsibilities of the various agencies, presentation of the project purpose and need and preliminary design concepts, solicitation of agency feedback and recommendations on design concepts, input or confirmation of the anticipated regulatory pathway for the project, and establishment of lines of communication for conflict resolution. The MGE team understands the limitations and challenges of



coordinating the schedules for several regulatory agency representatives and is the reason two separate meetings may be required.

Task 6.1 Deliverables

- Participation in one virtual coordination meeting, including meeting notes and H&H, environmental and regulatory elements of presentation.

6.2 ENVIRONMENTAL PROJECT DESCRIPTION

To inform initiation of environmental technical analyses, ESA will develop the Environmental Project Description, which will include project purpose and need; project history; project design alternatives for analysis in the environmental review; anticipated project construction methods, equipment, staging areas and schedule; anticipated utility relocations; right-of-way acquisitions and/or easements; and associated figures.

Task 6.2 Deliverables

- Environmental Project Description

6.3 TECHNICAL INVESTIGATIONS

The MGE team has identified those tasks that would be needed to assess the existing environmental conditions and resources present in the project area. While review of several environmental topic areas will be completed to support preparation of CEQA/NEPA documentation and regulatory permitting, focused technical investigation for biological and cultural resources will be completed as follows:

6.3.1 Biological Resources

6.3.1.1 Habitat and Species Assessment

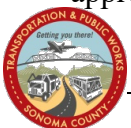
ESA will use California Natural Diversity Data Base (CNDDB) and the USFWS species listsearches and other relevant information, and information collected required field surveys, to prepare a Habitat Assessment. Habitat types, including sensitive habitats such as riparian vegetation, will be mapped in the project study area during the field reconnaissance survey. Expected field surveys including spring/summer/fall floristic surveys, aquatic species surveys especially amphibian and salmonid species, and breeding bird surveys. From the habitat mapping and species surveys, descriptions, ESA will develop impact assessments for each of the species that will be covered in the environmental document and Biological Assessment(s) to be evaluated in U.S. Fish and Wildlife Service (USFWS) and/or the National Marine Fisheries Service (NMFS) consultations and Biological Opinions required by the federal permitting agencies including the U.S. Army Corps of Engineers. In addition, these impact assessments will also be sufficient for reviews, evaluations, and permitting required by CDFW including state Incidental Take Permits.

Task 6.3.1.1 Deliverables

- Habitat and Species Assessment

6.3.1.2 Aquatic Resources Delineation

ESA will conduct a formal aquatic resources delineation to determine the extent of waters of the U.S. and State subject to Sections 404 and 401 of the Clean Water Act, Porter Cologne Act, and under California Department of Fish and Game (CDFW) jurisdiction. Staff from the MGE team will conduct a field survey to determine the location and extent of the ordinary high-water mark for the project location and wetlands and waters of the state and the United States within the project study area in accordance with the appropriate state and federal guidance documents including the U.S. Army Corps of Engineers'



(USACE's) current guidance, e.g., the 1987 Wetlands Delineation Manual and associated regional supplements. The final aquatic resources delineation report will be submitted to the USACE and the State with the regulatory permit applications.

Task 6.3.1.2 Deliverables

- Jurisdictional Determination and Delineation of Ordinary-High-Water Mark, Wetlands, and Other Waters of the State and Waters of the United States

6.3.2 Cultural Resources

To determine the cultural resources and tribal cultural resources sensitivity of the project area, ESA will complete a cultural resources study that includes background research at the Northwest Information Center of the California Historical Resources Information System and a surface (pedestrian) survey of the project area. ESA will also contact the Native American Heritage Commission to request information on known sacred sites in the project vicinity. ESA will draft letters for the County to send to tribes for the required AB52 consultation (Public Resources Code 21080.3(b)).

If the results of the records searches, information requests, pedestrian surveys, or tribal consultation, indicate that cultural resources may be present, additional surveys may be required (e.g., Extended Phase I). If additional surveys or field work is needed, an addendum to the scope of services and cost estimate will be required.

ESA will prepare a technical Cultural Resources memorandum that identifies the Area of Potential Effect (APE) cultural resources and tribal cultural resources and meets the requirements of CEQA and Section 106 of the National Historic Preservation Act (NHPA), required to support federal funding, permitting and environmental review. Recommendations for additional work will be provided, as appropriate, and could include site evaluation, monitoring during project implementation, and/or actions to follow in the event of an inadvertent discovery of archaeological materials or human remains. The technical Cultural Resources memorandum will provide sufficient information and detail to inform the cultural resources and tribal cultural resources sections of the CEQA document.

Task 6.3.2 Deliverables

- NWIC Records Search request with topographic map(s) of project site and APE
- Draft AB 52 contact letters with topographic map(s)
- Draft and Final Cultural Resources Memorandum

6.3.3 Aesthetic and Visual Evaluation and Assessment.

To determine potential aesthetic impacts, a visual assessment of the project location will be conducted in accordance with County visual assessment guidelines and consistent with CEQA Guidelines. One visual simulation of the proposed project will be prepared in order to determine the potential visual impact of the project on the character or quality of public views of the project site and its surroundings. ESA will coordinate with TPW to confirm the desired viewpoint for the visual simulation. This scope of work does not include use of watercraft to capture viewpoints from the river, and all photos would be taken from accessible land.



Task 6.3.3 Deliverables

- Visual Assessment Memorandum

6.3.4 Construction Noise Evaluation.

To determine potential temporary noise impacts, a construction noise assessment of the project will be conducted in accordance with, at a minimum, County noise assessment guidelines in order to determine the potential noise impacts of the project on the character or quality of the site and its surroundings.

Task 6.3.4 Deliverables

- Construction Noise Assessment Memorandum

6.3.5 Construction Air Quality and GHG Assessment.

If requested by County, ESA will evaluate the temporary air quality effects and greenhouse gas (GHG) emissions that may result from construction of the project to inform the Air Quality section of the CEQA document.

ESA will assess the consistency of the project with applicable clean air plans with reference to construction emissions, and the applicable climate action plan (CAP), and discuss the potential for the project to adversely affect air quality or impede attainment of air quality goals, or be inconsistent with the applicable CAP. ESA will estimate off-road construction equipment emissions and on-road construction vehicle emissions using the California Emission Estimator Model (CalEEMod version 2020.4.0), OFFROAD2017 and EMFAC2021 models, as appropriate, for comparison to applicable significance thresholds. Because there are no new emissions sources created by the project, operational impacts are expected to be primarily maintenance related and will be assessed qualitatively.

Construction activities associated with the project would take place in close proximity to residences adjacent to the project area. The Office of Environmental Hazard Health Assessment (OEHHA) requires that a health risk assessment (HRA) be conducted if construction activities in the vicinity of sensitive receptors would take place for more than two continuous months. If necessary, ESA will conduct the construction HRA in accordance with applicable guidance including from OEHHA and CARB. The HRA will use U.S. EPA's AERSCREEN dispersion model and health risk parameters specified by OEHHA. AERSCREEN will use worst-case meteorological and terrain conditions to provide conservative pollutant concentrations for the HRA. If the screening analysis shows that health risks at the nearest receptor would exceed applicable thresholds, a detailed HRA will be conducted using U.S. EPA's AERMOD dispersion model, site-specific meteorological, and terrain data. The detailed HRA will be an add-on task and is not included in this scope. If a detailed HRA becomes necessary, ESA will submit a separate scope and budget to cover that task.

For construction emissions, ESA will identify practical, feasible mitigation measures for any potentially significant air quality impacts identified from the project and evaluate whether mitigation measures would reduce the impacts below a level of significance. For GHG, ESA will identify mitigation measures, as needed, to reduce GHG emissions resulting from implementation of the project and to reconcile any inconsistencies between the proposed project and applicable plans.



Task 6.3.5 Deliverables

- Construction Air Quality and GHG Assessment Memo

6.4 CEQA DOCUMENT

County PRMD staff will prepare the CEQA document for the project, which is preliminarily anticipated be an Initial Study (IS) to support a Mitigated Negative Declaration (MND). PRMD will reference the Environmental Project Description and technical studies prepared by ESA as described 6.2 and 6.3 to prepare the Initial Study. ESA will complete a review of the Administrative Draft IS and MND prepared by PRMD to confirm that the analysis and conclusions of the IS and the mitigation measures identified in the MND are consistent with the results and recommendations of the environmental Technical Studies. ESA will also complete an overall QA/QC review of the Admin Draft IS and MND to support PRMD's preparation of a high-quality, legally defensible CEQA document. ESA assumes two reviews of the Admin Draft IS and MND – an initial review for technical report consistency and overall QA/QC, and a second review to confirm that comments and/or recommended edits are incorporated to the satisfaction of TPW staff.

Task 6.4 Deliverables

- Review comments on Admin Draft IS and MND, provided in Word tracked changes and/or PDF comments.
- Email or memo confirming incorporation of first review comments.
- PRMD staff will complete the General Plan Consistency Determination process.

Task 6b: NEPA Review

6.5 NEPA SUPPORT (OPTIONAL)

Typically, in County bridge projects, funded by Federal Highway Administration (FHWA), NEPA is usually completed first, and then the CEQA document is developed based on the technical studies prepared for NEPA. Given the early stages of this project, it is not clear if federal funding would be obtained for design or construction of this project. If FHWA funding is obtained, a NEPA Categorical Exclusion typically requires the following plans, reports, or assessments: Preliminary Environmental Study Form, Natural Environmental Study, Water Quality Study, Wetlands Study, Biological Assessment/Biological Opinion, Cultural/Section 106 Studies and Findings (APE, ASR, HPSR, HRER), Section 4f Concurrence (if applicable), Visual Assessment, Floodplain Study, Hazardous Waste Assessment, Traffic Technical Memorandum, Equipment Staging Technical Memorandum, Right-of-Way Technical Memorandum, Farmland Memorandum, Revegetation and Mitigation and Monitoring Plan, and Environmental Commitment Record (ECR).

Other federal agencies have their own standards for documentation to demonstrate compliance with NEPA. For example, funding for this project also may be obtained from FEMA. FEMA or its contract staff generally complete NEPA documentation and supporting consultations required to support their action on the project, although this usually based on documentation prepared and provided by the grantee. For federal agencies other than FHWA, it is assumed that the CEQA Initial Study could be sufficient for the federal agency to complete its required NEPA documentation and consultation for the project. If FEMA was the federal Lead Agency for the project, it is expected that the project could fit within FEMA's Region IX Programmatic Environmental Assessment (PEA). If requested by FEMA, ESA may prepare a brief memo summarizing Project consistency with the PEA. If during the



pre-application/interagency coordination meeting (Task 6.1) a federal funding agency like FEMA requests additional documentation or support to complete other NEPA or federal consultation analysis or documentation, the MGE/ESA team is available to complete these tasks.

To avoid duplication of efforts that would lead to denial of reimbursement, the MGE/ESA team will only complete NEPA and/or federal consultation documentation upon request by the County.

If USACE is the federal Lead Agency for the project, then it is expected that USACE would request completion of documentation to support federal consultations under Section 7 of FESA. Depending on the pre-application/interagency coordination meeting outcome with the regulatory and/or funding agencies (Task 6.1), the MGE/ESA team will prepare the necessary documents for the lead federal agency consultation with Section 7 of the FESA.

6.5.1 USFWS Biological Assessment

ESA will prepare a Section 7 Biological Assessment (BA) for the USACE's consultation with USFWS, or a FESA Review Form for FEMA's consultation with USFWS. The documents would evaluate the potential for FESA-listed species to occur, and describe the project effects on species and associated critical habitat, that may occur within the project area.

Task 6.5.1 Deliverables

- USFWS Section 7 Consultation Documents including a Biological Assessment

6.5.2 NMFS Biological Assessment

ESA will prepare a BA and Essential Fish Habitat (EFH) assessment for the USACE's consultation with NMFS under Section 7 of the FESA concerning marine and anadromous aquatic species. The BA will evaluate project impacts on, and restoration benefits to Coho salmon, Chinook salmon, and steelhead, and any designated critical habitat and EFH with potential to occur within the project area. The final BA and application will be submitted to the USACE with the 404 CWA permit application or to other federal funding agencies, if applicable.

Task 6.5.2 Deliverables

- NMFS Consultation Documents including a Biological Assessment

6.6 REGULATORY PERMIT ACQUISITION

The MGE/ESA team will work with the County to develop a permit strategy that suits the project's needs and reduces resources and permit acquisition time. It is expected that the project would require a USACE 404 Nationwide Permit, a RWQCB 401 Water Quality Certification, a CDFW 1602 Streambed Alteration Agreement, and potentially a CDFW Incidental Take Permit. PRMD will lead the preparation of the necessary environmental permit applications, and ESA will support PRMD in a limited technical role.

It is expected that technical studies completed for CEQA and/or NEPA will provide most of the background documentation for environmental permits; however, if needed, ESA will support PRMD to respond to questions or requests for clarifications from regulatory agencies on information for which ESA provided technical reports. ESA's scope of work for this task does not include development of new impact assessments, studies, reports or deliverables beyond those described in Task 6.3 Technical Investigations, such as restoration plans, planting plans, identification of compensatory mitigation locations, LEDPA analysis, etc. If County would like ESA to provide



additional assessments, reports or other deliverables to support acquisition of regulatory permits, ESA is available to provide these services under an amended contract.

Task 6.6 Deliverables

- Clarification and/or responses to regulatory agency questions on technical topics evaluated by ESA under Task 6.3 Technical Investigations; up to two rounds of agency questions are expected, with the first round requiring “moderate” clarifying information and the second round requiring “minor” clarifying information.
- Participation in up to four (4), 1-hour long virtual meetings with regulatory agency staff to support PRMD coordination or negotiations with regulatory agencies.

Task 7: Benefit-Cost Analysis for Future Grant Application - Optional

If directed by the County in writing, MGE will, with input from the County, prepare the benefit-cost analysis (BCA) to assess the proposed project’s expected net benefits (discounted future benefits less discounted costs) as result of the River Road Bank Stabilization Project.

The BCA shall utilize FEMA’s approved methodology and tools, including, but not limited to, FEMA Benefit-Cost Analysis (BCA) Toolkit 6.0 or newer. Supporting documentation will accompany the BCA calculations that will include the Basis of Design report, engineering drawings, and other deliverables as applicable.

Task 7 Deliverables

- Benefit-Cost Analysis
- Supporting Documentation

Task 8: 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, if any
- Complete the design documents and bidding documents
- Perform an independent design check

The QC/QA procedures described in Task 5 will be implemented during this task as well.

8.1 INDEPENDENT DESIGN CHECK

The independent design check of River Road Bank Stabilization design will 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. MGE’s Construction Manager will perform an internal constructability review of the project designs. MGE understands the County may use an outside consultant to review the plans and specifications.

Task 8 Deliverables:



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

Task 8 County Decision Point:

- Provide 95% PS&E review comments

Task 9: Final (100%) PS&E

MGE will prepare the final PS&E after receiving the County's comments on the 95% level design. MGE understands that the objective in this task is to provide biddable and buildable design and construction documents the County will use as supplemental information for the HMGP grant application.

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.

MGE will not prepare the deliverables for this task without written authorization from the County.

Task 9 Deliverables:

- 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)
- Copy of Engineer's Estimate
- Copy of design check calculations
- Copy of design check quantities
- Copies of Basis of Design (Hydrology & hydraulics) report
- Copies of any other applicable report prepared.
- Flash drive with electronic versions of all Task 9 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, Civil3D 2021 and PDF formats.

Task 9 County Decision Point:

- Provide written authorization to proceed

Task 10: Complete Grant Application for Future Submission - Optional

If directed by the County in writing, TL Consulting will prepare a future grant proposal. Information provided with the future grant application includes, but is not limited to:

- General Project Information
- Demographic
- Geographic location
- Problem Statement narrative
- Problem Description narrative
- Project Alternatives
- Scope of Work
- Schedule and Work Schedule description
- All necessary exhibits including, but not limited maps and photographs



- Project Cost Estimate, Breakdown & Documentation
- Cost Effectiveness Narrative
- Environmental Checklist

Task 10 Deliverables

- Completed HMGP grant application

Task 11 Right-of-Way Acquisition Services

(assumption is two uncomplicated acquisitions)

11.1 RIGHT-OF-WAY MANAGEMENT

Lindy Lee from BRI will serve as the right of way project manager and will engage the appropriate task managers and staff to complete each task. Project Management will include budget and cost controls, scheduling, progress reporting, risk management, quality assurance/quality control and making recommendations on right of way issues.

11.2 APPRAISAL SERVICES

This effort requires preparation of an appraisal for the portion of each ownership or parcel to be acquired (including temporary construction easements). The appraisal reports will be a narrative appraisal report that will be prepared in conformance with and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute.

11.3 APPRAISAL REVIEW SERVICES

If required, Independent Appraisal Review will be conducted by a qualified subconsultant. Upon completion of the review, the appraisal and a USPAP Standard 3 and 4 compliant review report will be provided and forwarded to the County for approval of Just Compensation.

11.4 ACQUISITION SERVICES

Upon completion of the appraisal and establishment of just compensation, BRI will work with the County to develop the contract and conveyance documents necessary to make the offer and acquire the necessary rights. BRI will meet with the property owner until acceptance or impasse is reached. Additionally, BRI will prepare a final file for each parcel.

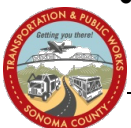
11.5 TITLE/ESCROW SUPPORT SERVICES

BRI will deliver signed Right of Way Contracts and signed and notarized deeds to Sonoma County. The County will review all documents, obtain the necessary County signatures and order checks for deposit into escrow. County will handle all property escrows including obtaining title insurance where necessary. BRI will provide escrow support services to the County, as needed, including follow up contacts with owners and assistance with obtaining Consent and Subordination Agreements from lenders as appropriate.

Task 12: Pre-Construction Engineering Services

MGE will be available to assist the County to support and defend the project design and contract documents during the construction contract advertising, bidding, and construction phases. Anticipated work during this Task includes the following:

- Attend the County's Pre-Bid Meeting
- Respond in writing to written Requests for Information (RFI's)



- Assist the County in creating any Addenda to Contract Documents as necessary

Task 13: Construction Support Services

13.1 CONSTRUCTION SUPPORT

- Attend the County's Pre-Construction Meeting
- Respond in writing to any Contractor RFI's
- Review Contractor submittals for conformance to project PS&E requirements
- Evaluate any Contractor Change Order Requests, as necessary
- Field inspection by Consultant's (or subconsultant's) Geotechnical Engineer during excavation work, to confirm foundation conditions encountered by construction work
- Compile and prepare final post-construction Project As-Built drawing set, based on marked-up plans provided by the County's Resident Engineer

Deliverables:

- As-Built Drawing Set (1 hard copy set of 24"x36" paper format, 1 hard copy set of 11"x17" paper format, 1 electronic set in Adobe PDF format)
- As-Built drawing set, in Adobe PDF format

13.2 CONTRACT CLAIMS RESOLUTION

MGE's Construction Manager will be available to review and analyze notices of potential claims (NOPC) and assist the County PM/RE in performing claims administration including coordinating and monitoring claims response preparation, logging claims, tracking claims status, analyzing additional compensation claims and making recommendations to the County. MGE can coordinate with the County and Construction contractors regarding construction operations associated with NOPC's submitted by the Contractor with respect to time, equipment, material and labor costs.

Task 14: Geotechnical Engineering – Optional

Optional geotechnical engineering services are included to provide soil characterization and stability analyses for existing and proposed conditions, to provide foundation criteria for in-channel and slope stability improvements, and geotechnical criteria for alternatives like slope improvements using revetments, levee embankments, vertical reinforced slopes, and filters. If roadway realignment is required, subgrade criteria may be required for pavement section design.

14.1 PROJECT COORDINATION, PERMITS AND USA MARK/NOTIFICATION

Before commencement of the field exploration, MGE will mark exploration locations at each site, notify Underground Services Alert (USA), obtain a Sonoma County Division of Environmental Health Well/Boring Permit, a Sonoma County Encroachment Permit and schedule the subsurface exploration with a C-57 licensed drilling contractor. MGE will coordinate with the County and FEMA for drill rig access, cultural clearances, and rights-of-entry, if necessary. If drilling is required on private property, the County will provide the necessary rights-of-entry. The borings are planned to be drilled within the county right-of-way. It is assumed the County will waive all encroachment permit fees.

14.2 FIELD EXPLORATION

Prior to field exploration, MGE will review pertinent documents, including any available County file data; existing survey data; and published Topographic Maps, Fault Maps, and Landslide Maps of the site. A geologic review will be conducted to help determine the general instability limits and other site features



such as bedrock exposures, springs, drainage issues, ground cracks, and general site/slope conditions. A Professional Geologist registered in the State of California will oversee the work.

MGE will drill, sample and log test borings with track- or truck- mounted drilling equipment. Flaggers and traffic warning signs and cones will not be used since drilling will occur off the roadway. The following table provides the number and depths of the proposed borings at each site. The number of borings, locations, and depths will allow for flexibility in design and to allow for borings where geotechnical data and recommendations are required for design.

Site	No. of Drilled Borings	Depth (ft)	Spacing (ft)	Traffic Control	Sonoma PRMD Permit	Mark USA prior to drilling
River Road Left Bank	4	50	300	No	Yes	Yes

MGE expects the site earth materials to be primarily drillable with power-auger equipment. However, rock coring equipment will be utilized as/if necessary.

A MGE engineer/geologist will log the borings and direct the sampling and field mapping. The borings will be logged in accordance with the Caltrans Logging Manual (2010 Edition). Groundwater elevations will be noted, where encountered. We will collect bulk and relatively “undisturbed” soil/rock samples from the borings for laboratory testing. Drive samples will be taken at approximate 5-ft intervals using a 2.0” O.D. “Standard Penetration” (ASTM D1586) or 3.0” O.D. “Modified California” sampler (ASTM D3550), driven with a standard 350 ft-lb automatic hammer per ASTM D1586. At completion, the borings will be backfilled in accordance with permit requirements.

14.3 GEOTECHNICAL MEMORANDUM

Following the field exploration, a separate memorandum will be prepared for consideration during the Basis of Design Report task. A brief geotechnical memorandum will be prepared that summarizes the field exploration and will include boring logs and cross sections to provide a basis for evaluation of preliminary repair alternatives. Available laboratory test results will also be included in the memorandum, if/as available.

Deliverable:

- Geotechnical Memorandum

14.4 LABORATORY TESTING

MGE will perform the following laboratory tests, as appropriate, on selected soil/rock samples retrieved from the test borings.

- Moisture Content/Unit Weight (ASTM D2216/D2937)
- Gradation/Plasticity Index (ASTM D6913/D4318)
- Unconfined compressive, and/or direct shear strength tests (ASTM D2166, D3080)
- Corrosivity tests - pH, sulfates/chlorides, and minimum resistivity (CTM 643, 417/422, 643)

14.6 ENGINEERING AND GEOLOGIC ANALYSES

MGE will complete engineering and geologic analysis to develop recommendations for repair. Analysis is expected to include evaluation/analysis for countermeasure design elements, drainage, slope stability, riprap, rock buttress and countermeasure support. MGE does not include seepage evaluations for proposed improvements.



14.7 DRAFT GEOTECHNICAL REPORT

Following the alternatives development and Basis of Design Report, MGE will prepare a Draft Geotechnical Report that describes the subsurface earth materials encountered; presents all field and laboratory test results; and provides geotechnical recommendations for the selected repair alternative. The report will include the following:

- Scope of Geotechnical Services
- Site and Project Description
- Discussion of geologic setting and site geology
- Description of subsurface conditions and groundwater
- Laboratory Testing
- Conclusions and discussion of repair options
- Geotechnical recommendations for selected roadway/slope repair (e.g., wall design, cut/fill slopes, pile depths, drainage, etc.)
- Earthwork
- Recommendations for new pavement sections
- Limitations
- Vicinity Map
- Boring Logs
- Laboratory Test Results

Deliverable:

- Draft Geotechnical Report

14.8 FINAL GEOTECHNICAL REPORT

The Final Geotechnical Report for each site will be submitted after receiving all comments on the Draft Geotechnical Report.

Deliverable:

- Final Geotechnical Report

Assumptions:

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



EXHIBIT 10-H1 COST PROPOSAL Page 1 OF 3**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☒ Prime Consultant☐ Subconsultant☒ Tier SubconsultantConsultant MGE Engineering, Inc.Project No. C21900 River Road Bank Stabilization

Contract No. _____

Date 9/12/22**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal Engineer	Robert Sennett	22	\$115.00	\$2,530.00
Supervising Engineer	Stephen Hawkins	126	\$90.00	\$11,340.00
Project Manager/Geologist	Martin McIlroy	518	\$85.00	\$44,030.00
Senior Engineer	Bradley Reichel	625	\$75.00	\$46,875.00
Associate Engineer	Kai Wang	239	\$60.00	\$14,340.00
Senior Construction Engineer	Joe Siemers	60	\$76.00	\$4,560.00
Field Technician	Brigid Doran	134	\$75.00	\$10,050.00
CAD Technician	Staff	357	\$46.00	\$16,422.00
Administration	Staff	120	\$43.00	\$5,160.00

LABOR COSTS

Total Hours 2,201

a) Subtotal Direct Labor Costs

\$155,307.00

b) Anticipated Salary Increases (see page 2 for calculation)

\$6,075.11

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$161,382.11**INDIRECT COSTS**

d) Fringe Benefits

(Rate: 36.64%)

e) Total Fringe Benefits [(c) x (d)] \$59,130.41

f) Overhead

(Rate: 0.00%)

g) Overhead [(c) x (f)] \$0.00

h) General and Administrative

(Rate: 73.84%)

i) Gen & Admin [(c) x (h)] \$119,164.55

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$178,294.96**FIXED FEE**

(Rate: 10.00%)

k) TOTAL FIXED FEE [(c) + (j)] x (q)] \$33,967.71**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	1008	mile	\$ 0.625	\$630.00
Drilling	1	lump sum	\$ 24,000.00	\$24,000.00
County Environmental Health Permit	1	lump sum	\$ 1,272.00	\$1,272.00
Laboratory Testing	1	lump sum	\$ 8,500.00	\$6,000.00

l) TOTAL OTHER DIRECT COSTS \$31,902.00**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Environmental Science Associates (ESA)	\$ 362,536.41
O'Connor Environmental, Inc.	\$ 71,350.00
Cinquini & Passarino, Inc.	\$ 70,040.66
Bender Rosenthal, Inc.	\$ 39,337.59
TL Consulting	\$ 31,500.00

m) TOTAL SUBCONSULTANTS' COSTS \$ 574,764.66**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$606,666.66**TOTAL COST [(c) + (j) + (k) + (n)]** **\$980,311.43**

NOTES:

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

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

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

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

Direct Labor <u>Subtotal</u> per Cost Proposal \$155,307.00	Total Hours per Cost Proposal 2201	=	Avg Hourly Rate \$70.56	5 Year Contract Duration Year 1 Avg Hourly Rate
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2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$70.56	+	3.5%	=	\$73.03	Year 2 Avg Hourly Rate
Year 2	\$73.03	+	3.5%	=	\$75.59	Year 3 Avg Hourly Rate
Year 3	\$75.59	+	3.5%	=	\$78.23	Year 4 Avg Hourly Rate
Year 4	\$78.23	+	3.5%	=	\$80.97	Year 5 Avg Hourly Rate
Year 5	\$80.97	+	3.5%	=	\$83.81	Year 6 Avg Hourly Rate
Year 6	\$83.81	+	3.5%	=	\$86.74	Year 7 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	30.00%	*	2201.0	=	660.3	Estimated Hours Year 1
Year 2	40.00%	*	2201.0	=	880.4	Estimated Hours Year 2
Year 3	20.00%	*	2201.0	=	440.2	Estimated Hours Year 3
Year 4	10.00%	*	2201.0	=	220.1	Estimated Hours Year 4
Year 5		*	2201.0	=	0.0	Estimated Hours Year 5
Year 6	0.00%	*	2201.0	=	0.0	Estimated Hours Year 6
Total	100%		Total	=	2201.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$70.56	*	660.3	=	\$46,592.10	Estimated Hours Year 1
Year 2	\$73.03	*	880.4	=	\$64,297.10	Estimated Hours Year 2
Year 3	\$75.59	*	440.2	=	\$33,273.75	Estimated Hours Year 3
Year 4	\$78.23	*	220.1	=	\$17,219.16	Estimated Hours Year 4
Year 5	\$80.97	*	0.0	=	\$0.00	Estimated Hours Year 5
Year 6	\$83.81	*	0.0	=	\$0.00	Estimated Hours Year 6
Total Direct Labor Cost with Escalation				=	\$161,382.11	
Direct Labor Subtotal before Escalation				=	\$155,307.00	
Estimated total of Direct Labor Salary Increase				=	\$6,075.11	Transfer to Page 1

NOTES:

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

Certification of Direct Costs:

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


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

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

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

Prime Consultant or Subconsultant Certifying:

Name: H. Fred Huang, PE Title *: President

Signature :  Date of Certification (mm/dd/yyyy): 8/26/22

Email: fhuang@mgeeng.com Phone Number: 916-421-1000

Address: _____

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

List services the consultant is providing under the proposed contract:

Management, design and PS&E of river bank repair projects including surveying, geotechnical, and environmental services.

MGE Engineering, Inc. FEE ESTIMATE PROPOSAL River Road Bank Stabilization Project, County of Sonoma		Principal in-Charge Robert Semett	Supervising Engineer, QA/QC	Project Manager Martin Mulroy	Senior Engineer Bradley Reichel	Associate Engineer Kai Wang	Sr. Construction Engineer/IDC Joe Siemens	Field Technician Brigid Doran	CADD Technician Staff	Administration Staff	MGE Total Hours	MGE Cost Per Task	ESA	O'Connor Environmental, Inc.	Cinquini & Paserino, Inc.	Bender Rosenthal, Inc.	TL Consulting	Total Cost Per Task
	Billing Rate (\$/hour)	\$266.26	\$208.38	\$196.80	\$173.65	\$138.92	\$175.96	\$173.65	\$106.50	\$99.56								
Task 1	Project Management, Coordination, and Quality Control																	
	Communication and Coordination	8	24	72	24					96	224	\$35,025.56	\$31,195.46	\$4,120.00		\$0.00	\$0.00	\$70,341.02
	Project Schedule	2	8	24							34	\$6,922.69	\$5,764.16	\$0.00		\$0.00	\$0.00	\$12,686.85
	Kick-off Meeting		10	10	10						30	\$5,788.20	\$3,931.52	\$610.00		\$1,092.00	\$0.00	\$11,421.72
	Progress Reports	4		36	12						52	\$10,233.54	\$5,020.26	\$2,440.00		\$0.00	\$0.00	\$17,693.80
	Quality Control	2	4	8	16						30	\$5,718.74	\$2,072.72	\$0.00		\$0.00	\$0.00	\$7,791.46
	Task 1 Total Hours/Cost	16	46	150	62	0	0	0	0	96	370	\$63,688.72	\$47,984.12	\$7,170.00		\$1,092.00	\$0.00	\$119,934.84
Task 2	Preliminary Engineering																	
2.1	Assess Available Information			8	8	4					20	\$3,519.23	\$0.00	\$0.00			\$0.00	\$3,519.23
2.2	Alternatives Analysis and 35% Design Level Plans	2	4	18	74	37			55		190	\$28,755.78	\$0.00	\$0.00			\$0.00	\$28,755.78
	Task 2 Total Hours/Cost	2	4	26	82	41	0	0	55	0	210	\$32,275.00	\$0.00	\$0.00			\$0.00	\$32,275.00
Task 3	Surveying/Mapping/ROW Engineering																	
3.1	Control										2							
3.2	Topographic Survey										20							
	Task 3 Total Hours/Cost	0	0	0	6	8	0	0	8	0	22	\$3,005.23	\$0.00	\$0.00	\$69,190.66		\$0.00	\$72,195.89
Task 4	Basis of Design Report (Hydrology & Hydraulics)																	
4.1	Geomorphic Conditions Update										8							
4.2	Hydrologic and Hydraulic Assessment										8							
4.3	Bank Stabilization and Erosion Assessment										8							
	Task 4 Total Hours/Cost	0	0	0	24	0	0	0	0	0	24	\$4,167.50	\$60,888.09	\$57,520.00			\$0.00	\$122,575.59
Task 5	65% PS&E																	
5.1	River Road Bank Stabilization Development			8	36	20			40		104	\$14,864.10	\$20,996.70	\$5,440.00			\$0.00	\$41,300.80
5.2	Contract Drawings			30	120	60			90	4	304	\$45,059.98	\$9,188.24	\$0.00			\$0.00	\$54,248.22
5.3	Specifications			4	60					4	68	\$11,604.18	\$10,980.94	\$0.00			\$0.00	\$22,585.12
5.4	Quality Control and Quality Assurance	2	40	80							122	\$24,611.43	\$4,664.32	\$0.00			\$0.00	\$29,275.75
	Task 5 Total Hours/Cost	2	40	122	216	80	0	0	130	8	598	\$96,139.69	\$45,830.20	\$5,440.00			\$0.00	\$147,409.89
Task 6	Environmental																	
6.1	Agency Pre-application/Interagency Coordination Meeting				2						2	\$347.29	\$4,676.70	\$0.00			\$0.00	\$5,023.99
6.2	Environmental Project Description										0	\$0.00	\$4,643.36	\$0.00			\$0.00	\$4,643.36
6.3	Technical Investigations										0	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00
6.3.1	Biological Resources			4	2						6	\$1,134.49	\$0.00	\$0.00			\$0.00	\$1,134.49
6.3.1.1	Habitat and Special-Status Species Assessment			4	2						6	\$1,134.49	\$15,400.90	\$610.00			\$0.00	\$17,145.39
6.3.1.2	Aquatic Resources Delineation			4							4	\$787.20	\$14,073.68	\$0.00			\$0.00	\$14,860.88
6.3.2	Cultural Resources			8							8	\$1,574.39	\$6,862.37	\$0.00			\$0.00	\$8,436.76
6.3.3	Aesthetic and Visual Evaluation Assessment			8							8	\$1,574.39	\$11,009.70	\$0.00			\$0.00	\$12,584.09
6.3.4	Noise Evaluation and Assessment										0	\$0.00	\$6,177.73	\$610.00			\$0.00	\$6,787.73
6.3.5	General Plan and BPAC Consistency Determination										0	\$0.00	\$19,825.46	\$0.00			\$0.00	\$19,825.46
6.4	CEQA Document										0	\$0.00	\$9,464.96	\$0.00			\$0.00	\$9,464.96
6.5	NEPA Support (optional)										0	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00
6.5.1	USFWS Biological Assessment										0	\$0.00	\$21,901.76	\$0.00			\$0.00	\$21,901.76
6.5.2	NMFS Biological Assessment										0	\$0.00	\$28,102.56	\$0.00			\$0.00	\$28,102.56
6.6	Regulatory Permit Acquisition										0	\$0.00	\$0.00	\$0.00				\$0.00
6.6.1	USACE 404 Nationwide Permit Application										0	\$0.00	\$5,309.04	\$0.00				\$5,309.04
6.6.2	RWQCB 401 Water Quality Certification										0	\$0.00	\$4,314.73	\$0.00				\$4,314.73
6.6.3	CDFW 1602 Lake and Streambed Alteration Agreement										0	\$0.00	\$4,110.76	\$0.00				\$4,110.76
	Task 6 Total Hours/Cost	0	0	28	6	0	0	0	0	0	34	\$6,552.24	\$155,873.71	\$1,220.00			\$0.00	\$163,645.95
Task 7	Benefit-Cost Analysis for Future Grant Application - Optional																	
	Task 7 Total Hours/Cost	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00			\$13,500.00	\$13,500.00
Task 8	95% PS&E																	
8.1	95% PS&E and Constructability Review		20	37	147	74	60		110	8	456	\$70,324.31	\$14,590.00	\$0.00			\$0.00	\$84,914.31
	Task 8 Total Hours/Cost	0	20	37	147	74	60	0	110	8	456	\$70,324.31	\$14,590.00	\$0.00			\$0.00	\$84,914.31
Task 9	Final (100%) PS&E																	
	Task 9 Total Hours/Cost	0	12	18	72	36	0	0	54	8	200	\$30,094.01	\$9,009.12	\$0.00			\$0.00	\$39,103.13
Task 10	Complete Grant Application for Future Submission - Optional																	
	Task 10 Total Hours/Cost	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00			\$18,000.00	\$18,000.00
Task 11	Right-of-Way Acquisition Support																	
11.1	Right-of-Way Management			1	4						5	\$891.38	\$0.00	\$0.00		\$13,050.80	\$0.00	\$13,942.18
11.2	Appraisal Services			1							1	\$196.80	\$0.00	\$0.00		\$11,870.00	\$0.00	\$12,066.80
11.3	Appraisal Review Services			1							1	\$196.80	\$0.00	\$0.00		\$4,000.00	\$0.00	\$4,196.80
11.4	Acquisition Support Services			1							1	\$196.80	\$0.00	\$0.00		\$6,525.40	\$0.00	\$6,722.20
11.5	Title/Escrow Services			1							1	\$196.80	\$0.00	\$0.00		\$2,052.30	\$0.00	\$2,249.10
	Task 11 Total Hours/Cost	0	0	5	4	0	0	0	0	0	9	\$1,678.58	\$0.00	\$0.00		\$37,498.50	\$0.00	\$39,177.08
Task 12	Pre-Construction Engineering Services																	
	Task 12 Total Hours/Cost	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00
Task 13	Construction Support Services																	
13.1	Construction Support										0	\$0.00	\$12,805.00	\$0.00			\$0.00	\$12,805.00
13.2	Contract Claims Resolution										0	\$0.00	\$4,664.32	\$0.00			\$0.00	\$4,664.32
	Task 13 Total Hours/Cost	0	0	0	0	0	0	0	0	0	0	\$0.00	\$17,469.32	\$0.00			\$0.00	\$17,469.32
Task 14	Geotechnical Engineering - Optional																	
14.1	Project Coordination, Permits and USA Mark/Notification			4				20			24	\$4,260.12	\$0.00	\$0.00			\$0.00	\$4,260.12
14.2	Field Exploration			2				60			62	\$10,812.36	\$0.00	\$0.00			\$0.00	\$10,812.36
14.3	Geotechnical Memorandum			24				6			30	\$5,765.05	\$0.00	\$0.00			\$0.00	\$5,765.05
14.4	Laboratory Testing			10							10	\$1,967.99	\$0.00	\$0.00			\$0.00	\$1,967.99
14.5	Geologic Reconnaissance							6			6	\$1,041.88	\$0.00	\$0.00			\$0.00	\$1,041.88
14.6	Engineering and Geologic Analyses			8				24			32	\$5,741.89	\$0.00	\$0.00			\$0.00	\$5,741.89
14.7	Draft Geotechnical Report	1	2	60	4			10			77	\$14,921.98	\$0.00	\$0.00			\$0.00	\$14,921.98
14.8	Final Geotechnical Report	1	2	24	2			8			37	\$7,142.64	\$0.00	\$0.00			\$0.00	\$7,142.64
	Task 14 Total Hours/Cost	2	4	132	6	0	0	134	0	0	278	\$51,653.90	\$0.00	\$0.00			\$0.00	\$51,653.90
	Subtotal Hourly Cost\$											\$391,854.19	\$351,644.56	\$71,350.00	\$69,190.66	\$38,590.50	\$31,500.00	\$954,129.91
	ODCs											\$31,902.00	\$1,925.00		\$850.00			\$34,677.00
	Salary Escalation											\$14,065.58	\$8,966.85			\$747.09		\$23,779.52
	Total Project Hours/Costs	22	126	518	625	239	60	134	357	120	2201	\$405,546.77	\$362,536.41	\$71,350.00	\$70,040.66	\$39,337.59	\$31,500.00	\$980,311.43

Notes:

Bender Rosenthal
FEE ESTIMATE PROPOSAL
River Road Bank Stabilization Project, County of Sonoma

		Project Manager	Senior Project Coordinator	Acquisition Agent	Administrative Support	Classification	Classification	Classification	Classification	Total Hours	Cost Per Task
	Billing Rate (\$/hour)	\$210.50	\$136.82	\$126.30	\$84.20	\$0.00	\$0.00	\$0.00	\$0.00		
Task 1	Project Management, Coordination, and Quality Control										
	Communication and Coordination									0	\$0.00
	Project Schedule									0	\$0.00
	Kick-off Meeting	4								4	\$1,092.00
	Progress Reports									0	\$0.00
	Quality Control									0	\$0.00
	Assistance with LAPM Forms, Design Exceptions, and Certifications									0	\$0.00
	Task 1 Total Hours/Cost	4	0	0	0	0	0	0	0	4	\$1,092.00
Task 11	Right-of-Way Acquisition Support										
11.1	Right-of-Way Management	36	40							76	\$13,050.80
11.2	Appraisal Services-Lump Sum									0	\$11,870.00
11.3	Appraisal Review Services - Lump Sum									0	\$4,000.00
11.4	Acquisition Support Services		20	20	15					55	\$6,525.40
11.5	Title/Escrow Services		15							15	\$2,052.30
	Task 11 Total Hours/Cost	36	75	20	15	0	0	0	0	146	\$37,498.50
	Total Project Hours/Costs	40	75	20	15	0	0	0	0	150	\$38,590.50

Notes:

ODCs/Subs
Escalation \$747.09
TOTAL **\$39,337.59**

EXHIBIT 10-H1 COST PROPOSAL Page 1 OF 3
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Consultant **Bender Rosenthal Inc**

Project No. _____ Contract No. _____ Date 7/27/2022

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager		40	\$100.00	\$4,000.00
Senior Project Coordinator		75	\$65.00	\$4,875.00
Acquisition Agent		20	\$60.00	\$1,200.00
Administrative Support		15	\$40.00	\$600.00
Associate Engineer		0	\$0.00	\$0.00
Associate Engineer - CAD		0	\$0.00	\$0.00
CAD Technician		0	\$0.00	\$0.00
		0	\$0.00	\$0.00

LABOR COSTS

Total Hours 150

a) Subtotal Direct Labor Costs \$10,675.00
 b) Anticipated Salary Increases (see page 2 for calculation) \$354.94
c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$11,029.94

INDIRECT COSTS

d) Fringe Benefits (Rate: 40.46%) e) Total Fringe Benefits [(c) x (d)] \$ 4,462.72
 f) Overhead (Rate: 15.71%) g) Overhead [(c) x (f)] \$1,732.80
 h) General and Administrative (Rate: 35.19%) i) Gen & Admin [(c) x (h)] \$3,881.44
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$10,076.96

FIXED FEE (Rate: 10.00%) **k) TOTAL FIXED FEE [(c) + (j) x (q)]** \$2,110.69

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	400	mile	\$ 0.625	\$250.00
Preliminary Title Reports	2	lump sum	\$ 900.00	\$1,800.00
Appraisal Report	2	lump sum	\$ 5,000.00	\$10,000.00
Shipping	2	each	\$ 35.00	\$70.00

l) TOTAL OTHER DIRECT COSTS \$12,120.00

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

Independent Appraisal Review \$ 4,000.00

m) TOTAL SUBCONSULTANTS' COSTS \$ 4,000.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$16,120.00

TOTAL COST [(c) + (j) + (k) + (n)] \$39,337.59

NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

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

Direct Labor <u>Subtotal</u> per Cost Proposal \$10,675.00	Total Hours per Cost Proposal 150	=	Avg Hourly Rate \$71.17	5 Year Contract Duration Year 1 Avg Hourly Rate
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2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$71.17	+	3.5%	=	\$73.66	Year 2 Avg Hourly Rate
Year 2	\$73.66	+	3.5%	=	\$76.24	Year 3 Avg Hourly Rate
Year 3	\$76.24	+	3.5%	=	\$78.90	Year 4 Avg Hourly Rate
Year 4	\$78.90	+	3.5%	=	\$81.67	Year 5 Avg Hourly Rate
Year 5	\$81.67	+	3.5%	=	\$84.52	Year 6 Avg Hourly Rate
Year 6	\$84.52	+	3.5%	=	\$87.48	Year 7 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	5.00%	*	150.0	=	7.5	Estimated Hours Year 1
Year 2	95.00%	*	150.0	=	142.5	Estimated Hours Year 2
Year 3	0.00%	*	150.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	150.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	150.0	=	0.0	Estimated Hours Year 5
Year 6	0.00%	*	150.0	=	0.0	Estimated Hours Year 6
Total	100%		Total	=	150.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$71.17	*	7.5	=	\$533.75	Estimated Hours Year 1
Year 2	\$73.66	*	142.5	=	\$10,496.19	Estimated Hours Year 2
Year 3	\$76.24	*	0.0	=	\$0.00	Estimated Hours Year 3
Year 4	\$78.90	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5	\$81.67	*	0.0	=	\$0.00	Estimated Hours Year 5
Year 6	\$84.52	*	0.0	=	\$0.00	Estimated Hours Year 6
Total Direct Labor Cost with Escalation				=	\$11,029.94	
Direct Labor Subtotal before Escalation				=	\$10,675.00	
Estimated total of Direct Labor Salary Increase				=	\$354.94	Transfer to Page 1

NOTES:

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

Certification of Direct Costs:

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


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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Renee Baur Title *: CEO

Signature :  Date of Certification (mm/dd/yyyy): 7/27/2022

Email: r.baur@benderrosenthal.com Phone Number: (916) 978-4900

Address: 2825 Watt Avenue, Suite 200, Sacramento CA 95821

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

List services the consultant is providing under the proposed contract:

ROW Planning, Appraisal, Appraisal Review, Acquisition Support, Title and Escrow Services

River Road Bank Stabilization		Principal-in-Charge	Professional Land Surveyor	Staff Land Surveyor	Survey Technician III	Chief of Party - 2 Person	Chainman - 2 Person	Total Hours	Cost Per Task
	Billing Rate (\$/hour)	\$275.13	\$185.60	\$126.00	\$147.42	\$165.69	\$145.31		
Task 3	Surveying/Mapping/ROW Engineering								
3.1	Topographic Survey	1	5		32	32	32	102	\$15,872.89
3.2	Right-of-way	1	24	12		16	16	69	\$11,217.71
3.3	Legal Descriptions and Plats	1	12	50				63	\$8,802.49
3.4	River Cross Sections for Hydrologic Analysis	1	4		8	100	100	213	\$33,297.56
	Task 3 Total Hours/Cost	4	45	62	40	148	148	447	\$69,190.66
	Other Direct Cost								\$850.00
	Escalation (Per 10-H1)								\$0.00
	Total Project Hours/Costs	4	45	62	40	148	148	447	\$70,040.66

EXHIBIT 10-H1 COST PROPOSAL
Page 1 OF 3
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed Prime Consultant ☒ Subconsultant [2nd Tier Subconsultant

Project No. SCDTPW C21900 River Road Bank Stbl. Contract No. Date

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal Professional Land Surve	Anthony Cingini	4	\$87.34	\$349.36
Principal Professional Land Surve	Jim Dickey		\$87.34	\$0.00
Professional Land Surveyor	Mathew Dudley	45	\$58.92	\$2,651.40
Professional Land Surveyor	Derek Clark		\$52.00	\$0.00
Staff Surveyor	TBD	62	\$40.00	\$2,480.00
Staff Surveyor	TBD		\$38.00	\$0.00
Staff Surveyor	TBD		\$27.00	\$0.00
Survey Technician	TBD	40	\$46.80	\$1,872.00
Party Chief**	TBD	148	\$52.60	\$7,784.80
Chainman**	TBD	148	\$46.13	\$6,827.24

LABOR COSTS Total Hours 447

a) Subtotal Direct Labor Costs \$21,964.80
b) Anticipated Salary Increases (see page 2 for calculation) \$0.00

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$21,964.80

INDIRECT COSTS

(Rate: 93.23%) e) Total Fringe Benefits [(c) x (d)] \$20,477.78

(Rate: 40.35%) g) Overhead [(c) x (f)] \$8,862.80

(Rate: 52.79%) i) Gen & Admin [(c) x (h)] \$11,595.22

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$40,935.80

FIXED FEE (Rate: 10.00%) k) TOTAL FIXED FEE [(c) + (j)] x (q)] \$6,290.06

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

Description of Item	Quantity	Unit	Unit Cost	Total
Title Reports		each		\$0.00
Record of Survey Fees	1	each	\$ 800.00	\$800.00
Printing	1	each	\$ 50.00	\$50.00
l) TOTAL OTHER DIRECT COSTS				\$850.00

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

m) TOTAL SUBCONSULTANTS' COSTS \$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$850.00

o) TOTAL COST [(c) + (j) + (k) + (n)] \$70,040.66

NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

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

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$21,964.80	447	=	\$49.14	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$49.14	+	3.5%	=	\$50.86	Year 2 Avg Hourly Rate
Year 2	\$50.86	+	3.5%	=	\$52.64	Year 3 Avg Hourly Rate
Year 3	\$52.64	+	3.5%	=	\$54.48	Year 4 Avg Hourly Rate
Year 4	\$54.48	+	3.5%	=	\$56.39	Year 5 Avg Hourly Rate
Year 5	\$56.39	+	3.5%	=	\$58.36	Year 6 Avg Hourly Rate
Year 6	\$58.36	+	3.5%	=	\$60.40	Year 7 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	447.0	=	447.0	Estimated Hours Year 1
Year 2	0.00%	*	447.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	447.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	447.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	447.0	=	0.0	Estimated Hours Year 5
Year 6	0.00%	*	447.0	=	0.0	Estimated Hours Year 6
Total	100%		Total	=	447.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$49.14	*	447.0	=	\$21,964.80	Estimated Hours Year 1
Year 2	\$50.86	*	0.0	=	\$0.00	Estimated Hours Year 2
Year 3	\$52.64	*	0.0	=	\$0.00	Estimated Hours Year 3
Year 4	\$54.48	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5	\$56.39	*	0.0	=	\$0.00	Estimated Hours Year 5
Year 6	\$58.36	*	0.0	=	\$0.00	Estimated Hours Year 6
Total Direct Labor Cost with Escalation				=	\$21,964.80	
Direct Labor Subtotal before Escalation				=	\$21,964.80	
Estimated total of Direct Labor Salary Increase				=	\$0.00	Transfer to Page 1

NOTES:

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

Certification of Direct Costs:

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

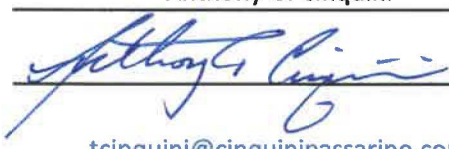
- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the contract
- 3 Title 23 United States Code Section 112 - Letting of Contracts
- 4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5 23 Code of Federal Regulations Part 172 - Procurement,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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Anthony G. Cinquini Title *: Principal/Chief Financial Officer

Signature :  Date of Certification (mm/dd/yyyy): 8/3/2022

Email: tcinquini@cinquinipassarino.com Phone Number: (707) 542-6268

Address: 1360 N. Dutton Ave., Ste 150, Santa Rosa, CA 95401

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

List services the consultant is providing under the proposed contract:

Environmental Science Associates (ESA) FEE ESTIMATE PROPOSAL River Road Bank Stabilization Project, County of Sonoma		Ann Borgonovo	Jorgen Blomberg	Andy Collison	Melissa Logue	Brian Pittman	Heldi Koenig	David Beauchamp	Justin Whitfield	Stephanie Bishop	Liza Ryan	Garrett Leidy	Director III	Director II	Managing Associate III	Managing Associate II	Managing Associate I	Senior Associate III	Senior Associate II	Senior Associate I	Associate III	Associate II	Associate I	Project Technician III	Project Technician II	Project Technician I	Total Hours	Cost Per Task
	Billing Rate (\$/hour)	\$99.27	\$79.39	\$77.39	\$85.40	\$74.89	\$59.90	\$59.00	\$62.50	\$50.11	\$43.33	\$47.50	\$87.20	\$76.98	\$68.27	\$60.96	\$51.43	\$50.96	\$51.69	\$44.03	\$42.01	\$38.54	\$36.00	\$44.64	\$37.15	\$30.60		
	Fully Loaded Rates	323.95	259.09	252.56	278.69	244.39	195.48	192.54	203.97	163.52	141.42	155.02	284.58	251.22	222.8	198.94	167.84	166.32	168.69	143.69	137.1	125.79	117.49	145.67	121.23	99.86		
Task 1	Project Management, Coordination, and Quality Control																											
	Communication and Coordination		50		24			60																		134	\$31,195.46	
	Project Schedule		12		4			8																		24	\$5,764.16	
	Kick-off Meeting		4	4	4			4																		16	\$3,931.52	
	Progress Reports		6					18																		24	\$5,020.26	
	Quality Control		8																							8	\$2,072.72	
	Assistance with LAPM Forms, Design Exceptions, and																									0	\$0.00	
	Task 1 Total Hours/Cost	0	148	4	40	0	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	206	\$47,984.12
Task 2	Preliminary Engineering																											
2.1	Assess Available Information																									0	\$0.00	
2.2	Areas of Focus																									0	\$0.00	
	Task 2 Total Hours/Cost	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Task 3	Surveying/Mapping/ROW Engineering																											
3.1	Control																									0	\$0.00	
3.2	Topographic Survey																									0	\$0.00	
	Task 3 Total Hours/Cost	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Task 4	Basis of Design Report (Hydrology & Hydraulics)																											
4.1	Geomorphic Conditions Update	8	8	40															40			12				108	\$23,023.80	
4.2	Hydrologic and Hydraulic Assessment	8	4	8															20							40	\$9,022.24	
4.3	Bank Stabilization and Erosion Assessment		12	40	3		3		6		6								64			12				146	\$28,842.05	
	Task 4 Total Hours/Cost	16	24	88	3	6	0	3	0	0	0	6	0	0	0	0	0	0	140	0	0	24	0	0	0	0	294	\$60,888.09
Task 5	65% PS&E																											
5.1	River Road Bank Stabilization Development	8	24	8															20			54				114	\$20,996.70	
5.2	Contract Drawings							8		16												40				64	\$9,188.24	
5.3	Specifications	2	4		4		8		16													32				66	\$10,980.94	
5.4	Quality Control and Quality Assurance	8	8																							16	\$4,664.32	
	Task 5 Total Hours/Cost	18	28	8	4	0	0	16	0	100	0	0	0	0	0	0	0	0	20	0	0	100	0	0	0	0	260	\$45,830.20
Task 6	Environmental																											
6.1	Agency Pre-application/Interagency Coordination		2	4	1	1		6	4	4																22	\$4,676.70	
6.2	Environmental Project Description				2			8		2												8			10	30	\$4,643.36	
6.3	Technical Investigations																									0	\$0.00	
6.3.1	Biological Resources																									0	\$0.00	
6.3.1.1	Habitat and Special-Status Species Assessment				2			8	4	36	36											12				98	\$15,400.90	
6.3.1.2	Aquatic Resources Delineation				2			8	2	20	48											12				92	\$14,073.68	
6.3.2	Cultural Resources				1		4	4														40				49	\$6,862.37	
6.3.3	Aesthetic and Visual Evaluation Assessment				2			8						40												50	\$11,009.70	
6.3.4	Noise Evaluation and Assessment				1			6						10								20				37	\$6,177.73	
6.3.5	Construction AQ and GHG Assessment				2			8								40	6	12			20	32				120	\$19,825.46	
6.4	CEQA Document		2		6		2	24		16																50	\$9,464.96	
6.5	NEPA Support (optional)																									0	\$0.00	
6.5.1	USFWS Biological Assessment		2		0	8		6	6	32	80											4				138	\$21,901.76	
6.5.2	NMFS Biological Assessment		2		0	8		6	6	32	80	40										4				178	\$28,102.56	
6.6	Regulatory Permit Acquisition																									0	\$0.00	
6.6.1	USACE 404 Nationwide Permit Application		2	2	2			6	2	8	4													2		28	\$5,309.04	
6.6.2	RWQCB 401 Water Quality Certification		1	1	1			6	1	8	4													2		24	\$4,314.73	
6.6.3	CDRW 1002 Lake and Streambed Alteration Assessment		1	1	1			6		8	4													2		23	\$4,110.76	
	Task 6 Total Hours/Cost	0	12	8	23	17	6	110	25	150	272	40	0	0	50	40	6	12	0	0	20	132	0	6	10	0	939	\$155,873.71
Task 7	Benefit-Cost Analysis for Future Grant Application -																											
																										0	\$0.00	
	Task 7 Total Hours/Cost	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Task 8	95% PS&E																											
8.1	Independent Design Check	12	12					12		20												16				72	\$14,590.00	
	Task 8 Total Hours/Cost	12	12	0	0	0	0	12	0	20	0	0	0	0	0	0	0	0	0	0	0	16	0	0	0	0	72	\$14,590.00
Task 9	Final (100%) PS&E																											
		12	12																			16				40	\$9,009.12	
	Task 9 Total Hours/Cost	12	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	0	0	0	0	40	\$9,009.12
Task 10	Complete Grant Application for Future Submission -																											
																										0	\$0.00	
	Task 10 Total Hours/Cost	0	0	0	0	0	0	6	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Task 11	Right-of-Way Acquisition Support																											
	Task 11 Total Hours/Cost	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Task 12	Pre-Construction Engineering Services																											
																										0	\$0.00	
	Task 12 Total Hours/Cost	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Task 13	Construction Support Services																											
13.1	Construction Support	8	20																			40				68	\$12,805.00	
13.2	Contract Claims Resolution	8	8																							16	\$4,664.32	
	Task 13 Total Hours/Cost	16	28	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40	0	0	0	0	84	\$17,469.32
Task 14	Geotechnical Engineering - Optional																											
14.1	Project Coordination, Permits and USA Mark/Notification																									0	\$0.00	
14.2	Field Exploration																									0	\$0.00	
14.3	Geotechnical Memorandum																									0	\$0.00	
14.4	Laboratory Testing																									0	\$0.00	
14.5	Geologic Reconnaissance																									0	\$0.00	
14.6	Engineering and Geologic Analyses																									0	\$0.00	
14.7	Draft Geotechnical Report																									0	\$0.00	
14.8	Final Geotechnical Report																									0	\$0.00	
	Task 14 Total Hours/Cost	0	0	0	0	0	0	0	0	0	0																	

O'Connor Environmental, Inc.
FEE ESTIMATE PROPOSAL
River Road Bank Stabilization Project, County of Sonoma

		Principal Hydrologist/Geomorphologist	Sr. Hydrologist	Hydrologist/Sr. GIS Analyst	Environmental Scientist	Environmental Technician	Classification	Classification	Classification	Total Hours	Cost Per Task
	Billing Rate (\$/hour)	\$165.00	\$140.00	\$115.00	\$95.00	\$65.00	\$0.00	\$0.00	\$0.00		
Task 1	Project Management, Coordination, and Quality Control										
	Communication and Coordination	12	12	4						28	\$4,120.00
	Project Schedule									0	\$0.00
	Kick-off Meeting	2	2							4	\$610.00
	Progress Reports	8	8							16	\$2,440.00
	Quality Control									0	\$0.00
	Assistance with LAPM Forms, Design Exceptions, and Certifications									0	\$0.00
	Task 1 Total Hours/Cost	22	22	4	0	0	0	0	0	48	\$7,170.00
Task 2	Preliminary Engineering										
2.1	Assess Available Information									0	\$0.00
2.2	Areas of Focus									0	\$0.00
	Task 2 Total Hours/Cost	0	0	0	0	0	0	0	0	0	\$0.00
Task 3	Surveying/Mapping/ROW Engineering										
3.1	Control									0	\$0.00
3.2	Topographic Survey									0	\$0.00
	Task 3 Total Hours/Cost	0	0	0	0	0	0	0	0	0	\$0.00
Task 4	Basis of Design Report (Hydrology & Hydraulics)										
4.1	Geomorphic Conditions Update	8	2							10	\$1,600.00
4.2	Hydrologic and Hydraulic Assessment	16	320	40	24	0				400	\$54,320.00
4.3	Bank Stabilization and Erosion Assessment	8	2							10	\$1,600.00
	Task 4 Total Hours/Cost	32	324	40	24	0	0	0	0	420	\$57,520.00
Task 5	65% PS&E										
5.1	River Road Bank Stabilization Development	16	20							36	\$5,440.00
5.2	Contract Drawings									0	\$0.00
5.3	Specifications									0	\$0.00
5.4	Quality Control and Quality Assurance									0	\$0.00
	Task 5 Total Hours/Cost	16	20	0	0	0	0	0	0	36	\$5,440.00
Task 6	Environmental										
6.1	Agency Pre-application/Interagency Coordination Meeting									0	\$0.00
6.2	Environmental Project Description									0	\$0.00
6.3	Technical Investigations									0	\$0.00
6.3.1	Biological Resources	2	2							4	\$610.00
6.3.1.1	Habitat and Special-Status Species Assessment									0	\$0.00
6.3.1.2	Aquatic Resources Delineation									0	\$0.00
6.3.2	Cultural Resources									0	\$0.00
6.3.3	Aesthetic and Visual Evaluation Assessment	2	2							4	\$610.00
6.3.4	Noise Evaluation and Assessment									0	\$0.00
6.3.5	General Plan and BPAC Consistency Determination									0	\$0.00
6.4	CEQA Document									0	\$0.00
6.5	NEPA Support (optional)									0	\$0.00
6.5.1	USFWS Biological Assessment									0	\$0.00
6.5.2	NMFS Biological Assessment									0	\$0.00
6.6	Regulatory Permit Acquisition									0	\$0.00
	Task 6 Total Hours/Cost	4	4	0	0	0	0	0	0	0	\$1,220.00
Task 7	Benefit-Cost Analysis for Future Grant Application - Optional										
	Task 7 Total Hours/Cost	0	0	0	0	0	0	0	0	0	\$0.00
Task 8	95% PS&E										
8.1	Independent Design Check									0	\$0.00
	Task 8 Total Hours/Cost	0	0	0	0	0	0	0	0	0	\$0.00
Task 9	Final (100%) PS&E										
	Task 9 Total Hours/Cost	0	0	0	0	0	0	0	0	0	\$0.00
Task 10	Complete Grant Application for Future Submission - Optional										
	Task 10 Total Hours/Cost	0	0	0	0	0	0	0	0	0	\$0.00
Task 11	Right-of-Way Acquisition Support										
11.1	Right-of-Way Management									0	\$0.00
11.2	Appraisal Services									0	\$0.00
11.3	Appraisal Review Services									0	\$0.00
11.4	Acquisition Support Services									0	\$0.00
11.5	Title/Escrow Services									0	\$0.00
	Task 11 Total Hours/Cost	0	0	0	0	0	0	0	0	0	\$0.00
Task 12	Pre-Construction Engineering Services										
	Task 12 Total Hours/Cost	0	0	0	0	0	0	0	0	0	\$0.00
Task 13	Construction Support Services										
13.1	Construction Support									0	\$0.00
13.2	Contract Claims Resolution									0	\$0.00
	Task 13 Total Hours/Cost	0	0	0	0	0	0	0	0	0	\$0.00
Task 14	Geotechnical Engineering - Optional										
14.1	Project Coordination, Permits and USA Mark/Notification									0	\$0.00
14.2	Field Exploration									0	\$0.00
14.3	Geotechnical Memorandum									0	\$0.00
14.4	Laboratory Testing									0	\$0.00
14.5	Geologic Reconnaissance									0	\$0.00
14.6	Engineering and Geologic Analyses									0	\$0.00
14.7	Draft Geotechnical Report									0	\$0.00
14.8	Final Geotechnical Report									0	\$0.00
	Task 14 Total Hours/Cost	0	0	0	0	0	0	0	0	0	\$0.00
	Total Project Hours/Costs	74	370	44	24	0	0	0	0	504	\$71,350.00

EXHIBIT 10-H1 COST PROPOSAL Page 1 OF 3
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Consultant **O'Connor Environmental, Inc.**

Project No. _____ Contract No. _____ Date **8/1/2022**

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal Hydrologist/Geomorphologist	Matt O'Connor	70	\$0.00	\$0.00
Sr. Hydrologist	Jeremy Kobot	356	\$0.00	\$0.00
Hydrologist/Sr. GIS Analyst	Michael Sherwood	44	\$0.00	\$0.00
Environmental Scientist	Katie Woodworth	24	\$0.00	\$0.00
Environmental Technician	Emma Zeigler	0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00

LABOR COSTS

Total Hours 446

a) Subtotal Direct Labor Costs \$0.00
 b) Anticipated Salary Increases (see page 2 for calculation) \$0.00
c) TOTAL DIRECT LABOR COSTS [(a) + (b)] **\$0.00**

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] \$0.00
 f) Overhead (Rate: 0.00%) g) Overhead [(c) x (f)] \$0.00
 h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] \$0.00
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] **\$0.00**

FIXED FEE (Rate: 10.00%) **k) TOTAL FIXED FEE [(c) + (j) x (q)]** **\$0.00**

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	75	mile	\$ 0.560	\$42.00
Reproduction	0	lump sum	\$ -	\$0.00
Special Deliveries	0	each	\$ -	\$0.00

l) TOTAL OTHER DIRECT COSTS **\$42.00**

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

m) TOTAL SUBCONSULTANTS' COSTS **\$ -**

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] **\$42.00**

TOTAL COST [(c) + (j) + (k) + (n)] **\$42.00**

NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

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

Direct Labor <u>Subtotal</u> per Cost Proposal \$0.00	Total Hours per Cost Proposal 446	=	Avg Hourly Rate \$0.00	5 Year Contract Duration Year 1 Avg Hourly Rate
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2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$0.00	+	3.5%	=	\$0.00	Year 2 Avg Hourly Rate
Year 2	\$0.00	+	3.5%	=	\$0.00	Year 3 Avg Hourly Rate
Year 3	\$0.00	+	3.5%	=	\$0.00	Year 4 Avg Hourly Rate
Year 4	\$0.00	+	3.5%	=	\$0.00	Year 5 Avg Hourly Rate
Year 5	\$0.00	+	3.5%	=	\$0.00	Year 6 Avg Hourly Rate
Year 6	\$0.00	+	3.5%	=	\$0.00	Year 7 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	0.00%	*	446.0	=	0.0	Estimated Hours Year 1
Year 2	0.00%	*	446.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	446.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	446.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	446.0	=	0.0	Estimated Hours Year 5
Year 6	0.00%	*	446.0	=	0.0	Estimated Hours Year 6
Total	0%		Total	=	0.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$0.00	*	0.0	=	\$0.00	Estimated Hours Year 1
Year 2	\$0.00	*	0.0	=	\$0.00	Estimated Hours Year 2
Year 3	\$0.00	*	0.0	=	\$0.00	Estimated Hours Year 3
Year 4	\$0.00	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5	\$0.00	*	0.0	=	\$0.00	Estimated Hours Year 5
Year 6	\$0.00	*	0.0	=	\$0.00	Estimated Hours Year 6
Total Direct Labor Cost with Escalation				=	\$0.00	
Direct Labor Subtotal before Escalation				=	\$0.00	
Estimated total of Direct Labor Salary Increase				=	\$0.00	Transfer to Page 1

NOTES:

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

Certification of Direct Costs:

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


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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Matt O'Connor Title *: President

Signature :  Date of Certification (mm/dd/yyyy): 8/3/2022

Email: mattoconnor@sonic.net Phone Number: (707) 431-2810

Address: PO Box 794, Healdsburg, CA 95448

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

List services the consultant is providing under the proposed contract:

TL Consulting
FEE ESTIMATE PROPOSAL
River Road Bank Stabilization Project, County of Sonoma

		Principal Thea Liskamm	TL Consulting Total Hours	TL Consulting Cost Per Task	Total Cost Per Task
	Billing Rate (\$/hour)	\$150.00			
Task 1	Project Management, Coordination, and Quality Control				
	Communication and Coordination			\$0.00	\$0.00
	Project Schedule			\$0.00	\$0.00
	Kick-off Meeting			\$0.00	\$0.00
	Progress Reports			\$0.00	\$0.00
	Quality Control			\$0.00	\$0.00
	Assistance with LAPM Forms, Design Exceptions, and Certifications			\$0.00	\$0.00
	Task 1 Total Hours/Cost	0	0	\$0.00	\$0.00
Task 2	Preliminary Engineering				
2.1	Assess Available Information		0	\$0.00	\$0.00
2.2	Areas of Focus		0	\$0.00	\$0.00
	Task 2 Total Hours/Cost	0	0	\$0.00	\$0.00
Task 3	Surveying/Mapping/ROW Engineering				
3.1	Control		0	\$0.00	\$0.00
3.2	Topographic Survey		0	\$0.00	\$0.00
	Task 3 Total Hours/Cost	0	0	\$0.00	\$0.00
Task 4	Basis of Design Report (Hydrology & Hydraulics)				
4.1	Geomorphic Conditions Update		0	\$0.00	\$0.00
4.2	Hydrologic and Hydraulic Assessment		0	\$0.00	\$0.00
4.3	Bank Stabilization and Erosion Assessment		0	\$0.00	\$0.00
	Task 4 Total Hours/Cost	0	0	\$0.00	\$0.00
Task 5	65% PS&E				
5.1	River Road Bank Stabilization Development		0	\$0.00	\$0.00
5.2	Contract Drawings		0	\$0.00	\$0.00
5.3	Specifications		0	\$0.00	\$0.00
5.4	Quality Control and Quality Assurance		0	\$0.00	\$0.00
	Task 5 Total Hours/Cost	0	0	\$0.00	\$0.00
Task 6	Environmental				
6.1	Agency Pre-application/Interagency Coordination Meeting		0	\$0.00	\$0.00
6.2	Environmental Project Description		0	\$0.00	\$0.00
6.3	Technical Investigations		0	\$0.00	\$0.00
6.3.1	Biological Resources		0	\$0.00	\$0.00
6.3.1.1	Habitat Assessment		0	\$0.00	\$0.00
6.3.1.2	Aquatic Resources Delineation		0	\$0.00	\$0.00
6.3.2	Cultural Resources		0	\$0.00	\$0.00
6.4	CEQA Document		0	\$0.00	\$0.00
6.5	NEPA Support (optional)		0	\$0.00	\$0.00
6.5.1	USFWS Biological Assessment		0	\$0.00	\$0.00
6.5.2	NMFS Biological Assessment		0	\$0.00	\$0.00
6.6	Regulatory Permit Acquisition		0	\$0.00	\$0.00
	Task 6 Total Hours/Cost	0	0	\$0.00	\$0.00
Task 7	Benefit-Cost Analysis for Future Grant Application - Optional				
		90	90	\$13,500.00	\$13,500.00
	Task 7 Total Hours/Cost	90	90	\$13,500.00	\$13,500.00
Task 8	95% PS&E				
8.1	Independent Design Check		0	\$0.00	\$0.00
	Task 8 Total Hours/Cost	0	0	\$0.00	\$0.00
Task 9	Final (100%) PS&E				
			0	\$0.00	\$0.00
	Task 9 Total Hours/Cost	0	0	\$0.00	\$0.00
Task 10	Complete Grant Application for Future Submission - Optional				
		120	120	\$18,000.00	\$18,000.00
	Task 10 Total Hours/Cost	120	120	\$18,000.00	\$18,000.00
Task 11	Right-of-Way Acquisition Support				
11.1	Right-of-Way Management		0	\$0.00	\$0.00
11.2	Appraisal Services		0	\$0.00	\$0.00
11.3	Appraisal Review Services		0	\$0.00	\$0.00
11.4	Acquisition Support Services		0	\$0.00	\$0.00
11.5	Title/Escrow Services		0	\$0.00	\$0.00
	Task 11 Total Hours/Cost	0	0	\$0.00	\$0.00
Task 12	Pre-Construction Engineering Services				
			0	\$0.00	\$0.00
	Task 12 Total Hours/Cost	0	0	\$0.00	\$0.00
Task 13	Construction Support Services				
13.1	Construction Support		0	\$0.00	\$0.00
13.2	Contract Claims Resolution		0	\$0.00	\$0.00
	Task 13 Total Hours/Cost	0	0	\$0.00	\$0.00
Task 14	Geotechnical Engineering - Optional				
14.1	Project Coordination, Permits and USA Mark/Notification		0	\$0.00	\$0.00
14.2	Field Exploration		0	\$0.00	\$0.00
14.3	Geotechnical Memorandum		0	\$0.00	\$0.00
14.4	Laboratory Testing		0	\$0.00	\$0.00
14.5	Geologic Reconnaissance		0	\$0.00	\$0.00
14.6	Engineering and Geologic Analyses		0	\$0.00	\$0.00
14.7	Draft Geotechnical Report		0	\$0.00	\$0.00
14.8	Final Geotechnical Report		0	\$0.00	\$0.00
	Task 14 Total Hours/Cost	0	0	\$0.00	\$0.00
	Total Project Hours/Costs	210	210	\$31,500.00	\$31,500.00

EXHIBIT 10-H1 COST PROPOSAL Page 1 OF 3**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☐ Prime Consultant☒ Subconsultant☐ 2nd Tier SubconsultantConsultant **TL Consulting**Project No. River Road Bank Stabilization Project, Sonoma C Contract No. _____Date 8/1/2022**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Thea Liskamm	210	\$150.00	\$31,500.00
		0	\$90.00	\$0.00
		0	\$85.00	\$0.00
		0	\$75.00	\$0.00
		0	\$60.00	\$0.00
		0	\$76.00	\$0.00
		0	\$75.00	\$0.00
		0	\$46.00	\$0.00
		0	\$43.00	\$0.00

LABOR COSTS

Total Hours 210

a) Subtotal Direct Labor Costs

\$31,500.00

b) Anticipated Salary Increases (see page 2 for calculation)

\$0.00

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$31,500.00**INDIRECT COSTS**

d) Fringe Benefits

(Rate: 0.00%)

e) Total Fringe Benefits [(c) x (d)]

\$0.00

f) Overhead

(Rate: 0.00%)

g) Overhead [(c) x (f)]

\$0.00

h) General and Administrative

(Rate: 0.00%)

i) Gen & Admin [(c) x (h)]

\$0.00

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$0.00**FIXED FEE**

(Rate: 0.00%)

k) TOTAL FIXED FEE [(c) + (j) x (q)]

\$0.00

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	0	mile	\$ 0.625	\$0.00
Reproduction	0	lump sum	\$ -	\$0.00
Special Deliveries	0	each	\$ -	\$0.00

l) TOTAL OTHER DIRECT COSTS \$0.00**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

m) TOTAL SUBCONSULTANTS' COSTS \$ -**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$0.00**TOTAL COST [(c) + (j) + (k) + (n)]** \$31,500.00**NOTES:**

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

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

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

Direct Labor <u>Subtotal</u> per Cost Proposal \$31,500.00	Total Hours per Cost Proposal 210	=	Avg Hourly Rate \$150.00	5 Year Contract Duration Year 1 Avg Hourly Rate
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2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$150.00	+	3.5%	=	\$155.25	Year 2 Avg Hourly Rate
Year 2	\$155.25	+	3.5%	=	\$160.68	Year 3 Avg Hourly Rate
Year 3	\$160.68	+	3.5%	=	\$166.31	Year 4 Avg Hourly Rate
Year 4	\$166.31	+	3.5%	=	\$172.13	Year 5 Avg Hourly Rate
Year 5	\$172.13	+	3.5%	=	\$178.15	Year 6 Avg Hourly Rate
Year 6	\$178.15	+	3.5%	=	\$184.39	Year 7 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	210.0	=	210.0	Estimated Hours Year 1
Year 2	0.00%	*	210.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	210.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	210.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	210.0	=	0.0	Estimated Hours Year 5
Year 6	0.00%	*	210.0	=	0.0	Estimated Hours Year 6
Total	100%		Total	=	210.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$150.00	*	210.0	=	\$31,500.00	Estimated Hours Year 1
Year 2	\$155.25	*	0.0	=	\$0.00	Estimated Hours Year 2
Year 3	\$160.68	*	0.0	=	\$0.00	Estimated Hours Year 3
Year 4	\$166.31	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5	\$172.13	*	0.0	=	\$0.00	Estimated Hours Year 5
Year 6	\$178.15	*	0.0	=	\$0.00	Estimated Hours Year 6
Total Direct Labor Cost with Escalation				=	\$31,500.00	
Direct Labor Subtotal before Escalation				=	\$31,500.00	
Estimated total of Direct Labor Salary Increase				=	\$0.00	Transfer to Page 1

NOTES:

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

Certification of Direct Costs:


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

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

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

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

Prime Consultant or Subconsultant Certifying:

Name:	<u>Thea Liskamm</u>	Title *:	<u>President/Owner</u>
Signature :		Date of Certification (mm/dd/yyyy):	<u>8/3/2022</u>
Email:	<u>liskammthea@gmail.com</u>	Phone Number:	<u>415-378-6879</u>
Address:	<u></u>		

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

List services the consultant is providing under the proposed contract:

Benefit-Cost Analysis for Future Grant Application - Optional

Exhibit B

FEDERAL REQUIREMENTS – FEMA PUBLIC
ASSISTANCE 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 subcontractor 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 B-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 B-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

Exhibit C

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Consultant has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
- d. The County of Sonoma, its Officers, Agents, and Employees, shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limits: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If Consultant’s services include: (1) programming, customization, or maintenance of software; or (2) access to individuals’ private, personally identifiable information, the insurance shall cover:
 - i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and
 - ii. Claims against Consultant arising from the negligence of Consultant, Consultant’s employees and Consultant’s subcontractors.
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- f. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

6. Documentation

- a. The Certificate of Insurance must include the following reference: **Russian River Bank Stabilization (Project C21900)**
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is:

Roads Division Department Analyst
Transportation & Public Works
2300 County Center Drive, Suite B100
Santa Rosa, CA. 95403
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8. Material Breach

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.