



**PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

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July 11, 2024

R.E.Y. Engineers, Inc.
906 Sutter Street, #200
Folsom, CA 95630

RE: CITY OF CHICO – PROFESSIONAL SERVICES AGREEMENT
– **FAIR STREET REHABILITATION PROJECT** (PROJECT NO. 203-000-8800/50643-
203-4140)

Regarding the above, enclosed are:

1. One fully executed copy of the referenced Agreement.
2. Your DIR Project ID number is: 20240534519
3. City of Chico Purchase Order No. 143143, which constitutes your Notice to Proceed, pursuant to Agreement Section 9.10.

Your insurance has been reviewed and approved by the City's Risk Manager.

Thank you for your participation and assistance in this process. If you have any questions or need additional information, please contact Ryan Morris at (530)879-6936.

Sincerely,

Valerie Mills
Contracts Specialist

Enclosures

cc: PM Morris
FR: Project Purchasing File

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

R.E.Y ENGINEERS, INC.
Architect/Consultant/Engineer

FAIR STREET REHABILITATION PROJECT
Project Title

203-000-8800/50643-203-4140
Budget Account Number

TABLE OF CONTENTS

<u>Section/Title</u>	<u>Page No.</u>
SECTION 1 - DESCRIPTION OF PROJECT	2
SECTION 2 - SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE	2
SECTION 3 - SCOPE OF PROFESSIONAL SERVICES - ADDITIONAL; COMPLETION SCHEDULE	2
SECTION 4 - COMPENSATION	3
SECTION 5 - RESPONSIBILITY OF CONSULTANT	3
SECTION 6 - RESPONSIBILITY OF CITY	3
SECTION 7 - INDEMNIFICATION	4
SECTION 8 - INSURANCE	5
SECTION 9 - GENERAL PROVISIONS	5
9.1 - Access to Records	5
9.2 - Assignment	5
9.3 - Changes to Scope of Work - Basic Professional Services	5
9.4 - Compliance with Laws, Rules, Regulations	5
9.5 - Conflict of Interest Code Applicability	5

9.6 - Exhibits Incorporated	6
9.7 - Independent Contractor	6
9.8 - Integration; Amendment	6
9.9 - Jurisdiction	6
9.10 - Notice to Proceed; Progress; Completion	6
9.11 - Ownership of Documents	6
9.12 - Subcontracts	6
9.13 - Term; Termination	7
9.14 - Notice	7
SECTION 10 - SPECIAL PROVISIONS	7

THIS PROFESSIONAL SERVICES AGREEMENT (Agreement) is entered into on July 09, 2024, 2024, between the City of Chico, a municipal corporation under the laws of the State of California, (City) and R.E.Y. Engineers, Inc., a corporation, (Consultant).

SECTION 1 - DESCRIPTION OF PROJECT

City desires to undertake that certain project (Project) described in EXHIBIT A, entitled “DESCRIPTION OF PROJECT,” and to engage Consultant to provide the required professional services relating to the Project.

SECTION 2 - SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE

Consultant shall perform those basic professional services in connection with the Project as are set forth more particularly in EXHIBIT B, entitled “SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE,” and shall complete said professional services in accordance with the completion schedule for professional services as incorporated in EXHIBIT B.

SECTION 3 - SCOPE OF PROFESSIONAL SERVICES - ADDITIONAL; COMPLETION SCHEDULE

City and Consultant agree that it may be necessary, in connection with the Project, for Consultant to perform or secure the performance of professional services other than those set forth in EXHIBIT B. In each such instance, Consultant shall advise City, in advance and in writing, of the need for such additional professional services, their cost and the estimated time, if appropriate, required to perform them. Consultant shall not proceed to perform any such required additional professional service until City has determined that such professional service is beyond the scope of the basic professional service to be provided, is required, and has given its written authorization to perform or obtain it. Each additional professional service so authorized

shall constitute an amendment to this Agreement, shall be identified and sequentially numbered as “Amendment No. 1” and so forth, shall be subject to all of the provisions of this Agreement, and shall be incorporated into EXHIBIT B accordingly.

SECTION 4 - COMPENSATION

Consultant shall be compensated for professional services rendered to City pursuant to this Agreement periodically in the amounts, manner and in accordance with the payment schedule as set forth in EXHIBIT C, entitled “COMPENSATION.” Amounts due to Consultant from City for professional service rendered shall be evidenced by the submission to City by Consultant of an invoice, prepared in a form satisfactory to City, setting forth the amount of compensation due for the period covered by it. Each such invoice shall be forwarded to City so as to reach it on or before the 15th day of the month next following the month or months, or other applicable period, for which the professional service invoiced were provided. All such invoices shall be in full accord with any and all applicable provisions of this Agreement. City will make payment on each such invoice within 30 days of receipt of it. However, if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, then City shall not be obligated to process any payment to Consultant until a correct and complying invoice has been submitted.

SECTION 5 - RESPONSIBILITY OF CONSULTANT

By executing this Agreement, Consultant warrants to City that Consultant possesses, or will arrange to secure from others, all of the necessary professional capabilities, experience, resources and facilities necessary to provide to City the professional services under this Agreement. In procuring the professional services of others to assist Consultant in performing the professional services set forth at EXHIBIT B or additional professional services under SECTION 3 of this Agreement, Consultant shall not employ or otherwise obtain the professional services of any person or entity known to Consultant or City to have, or be likely to develop during the term of this Agreement, an interest that is personally, or professionally, or financially adverse to any interest of City. Consultant will follow the best current, generally accepted professional practices in performing tests and procedures, making findings, rendering opinions, preparing factual presentations and providing professional advice and recommendations regarding professional services rendered under this Agreement.

SECTION 6 - RESPONSIBILITY OF CITY

To the extent appropriate to the Project contemplated by this Agreement, City shall:

6.1 Assist Consultant by placing at Consultant’s disposal all available information pertinent to the Project, including previous reports and any other data relative to design and construction of the Project.

6.2 Guarantee access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform Consultant’s professional services.

6.3 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents prepared and presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the progress of the services by Consultant.

6.4 Designate in writing a person to act as City's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements and systems pertinent to Consultant's professional services.

6.5 Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in the Project.

6.6 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

SECTION 7 - INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with Consultant's use of City premises under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Consultant shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Consultant/Subconsultant/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City, its directors, officials, officers, employees, agents, or volunteers.

Notwithstanding the above, Consultant's obligation to indemnify, defend and hold harmless the City, its officers, employees and agents for claims involving "Professional Liability" (claims involving acts, errors or omissions in the rendering of professional services) shall be limited to the extent caused by Consultant's negligent acts, errors or omissions.

SECTION 8 - INSURANCE

Any requirements by City that Consultant carry general liability, errors and omissions, or any other type of insurance in connection with the services to be performed and/or professional services to be rendered by Consultant pursuant to this Agreement shall be as set forth in EXHIBIT D, entitled "INSURANCE PROVISIONS."

SECTION 9 - GENERAL PROVISIONS

9.1 Access to Records

Consultant shall maintain all books, records, documents, accounting ledgers, and similar materials relating to services performed for City under this Agreement on file for at least four years following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for access and inspection. Consultant shall be entitled to reasonable compensation for time and expenses related to such access and inspection activities, which shall be considered to be an additional professional service to City, falling under the provisions of SECTION 3 of this Agreement.

9.2 Assignment

This Agreement is binding on the heirs, successors, and assigns of the parties hereto and shall not be assigned by either City or Consultant without the prior written consent of the other.

9.3 Changes to Scope of Services - Basic Professional Services

City may at any time, upon a minimum of 10 days written notice, modify the scope of basic professional services to be provided under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

9.4 Compliance with Laws, Rules, Regulations

All professional services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable Federal, State, or City statutes, and any rules or regulations promulgated thereunder.

9.5 Conflict of Interest Code Applicability

If City's City Manager has determined that one or several of Consultant's Principal(s) or Project Manager(s) are subject to the provisions of Section 2R.04.180 of the Chico Municipal Code (the City's Conflict of Interest Code), then each such person will be required to comply with the provisions of said Code in connection with the professional services they render to the City under this Agreement. In such event, City's requirements are set forth in EXHIBIT E, entitled "CONFLICT OF INTEREST PROVISIONS," to this Agreement.

9.6 Exhibits Incorporated

All Exhibits attached to and referred to in this Agreement are hereby incorporated by this reference.

9.7 Independent Contractor

City and Consultant agree that the relationship between them created by this Agreement is that of an employer-independent contractor. Consultant shall be solely responsible for the conduct and control of the services performed under this Agreement. Consultant shall be free to render professional consulting services to others during the term of this Agreement, so long as such activities do not interfere with or diminish Consultant's ability to fulfill the obligations established herein to City.

9.8 Integration; Amendment

This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

9.9 Jurisdiction

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

9.10 Notice to Proceed; Progress; Completion

Upon execution of this Agreement by the parties, City shall give Consultant written notice to proceed with the services. Such notice may authorize Consultant to render all of the professional services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, City shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the services. Upon receipt of such notices, Consultant shall diligently proceed with the services authorized and complete it within the agreed time period.

9.11 Ownership of Documents

Title to all documents, designs, drawings, specifications, and the like with respect to services performed under this Agreement shall vest with City at such time as City has compensated Consultant, as provided herein, for the professional services rendered by Consultant in connection with which they were prepared.

9.12 Subcontracts

Consultant shall not be entitled to subcontract any portion of the services to be performed under this Agreement without written approval by City. Consultant shall be responsible to City

for the actions of persons and firms performing subcontract services. The subcontracting of services by Consultant shall not relieve Consultant, in any manner, of the obligations and requirements imposed upon Consultant by this Agreement.

9.13 Term; Termination

The term of this Agreement shall commence upon City's issuance to Consultant of a notice to proceed for all or a portion of the services, as hereinabove provided, and shall end upon City's acceptance and payment for all or such portion of the services as was authorized by such notice, including any and all retentions. Notwithstanding the foregoing, City may, in its sole discretion, terminate this Agreement at any time and for any reason whatsoever by giving at least 10 days prior written notice of such termination to Consultant. In this latter event, Consultant shall be entitled to compensation for all professional service rendered and services performed for City to the date of such termination.

9.14 Notice

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service or, alternatively, by personal delivery or overnight courier service addressed to the parties as follows:

To City:	City Manager City of Chico P. O. Box 3420 Chico, CA 95927-3420	or	City Manager City of Chico 411 Main Street Chico, CA 95928
To Consultant:	R.E.Y. Engineers, Inc. 906 Sutter Street, #200 Folsom, CA 95630		

SECTION 10 - SPECIAL PROVISIONS

This Agreement shall include all special provisions, if any, as are set forth on EXHIBIT F, entitled "SPECIAL PROVISIONS."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first set forth above.

CITY:

CONSULTANT:

Mark Sorensen
Mark Sorensen (Jul 9, 2024 10:28 PDT)
Mark Sorensen, City Manager*

Frank Visker
By: Frank Visker
Title: CFO

*Authorized pursuant to Section 3.08.060 of the Chico Municipal Code

APPROVED AS TO FORM:


John W. Lam (Jun 27, 2024 08:11 PDT)

John Lam, City Attorney*

*Pursuant to The Charter of the
City of Chico, Section 906(D)

APPROVED AS TO CONTENT:


Brendan Ottoboni (Jun 27, 2024 10:36 PDT)

Brendan Ottoboni, Public Works Director -
Engineering

REVIEWED AS TO CONTENT:


Barbara Martin (Jul 9, 2024 10:19 PDT)

Barbara Martin, Administrative Services Director*

*Reviewed by Finance and Information Systems

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

R.E.Y ENGINEERS, INC.
Architect/Consultant/Engineer

FAIR STREET REHABILITATION PROJECT
Project Title

203-000-8800/50643-203-4140
Budget Account Number

EXHIBIT A

DESCRIPTION OF PROJECT

The City of Chico requires an engineering firm to provide project management, prepare Project Approval and Environmental Documentation (PA&ED), coordinate the public outreach process, Prepare Plans, Specifications and Estimates (PS&E), provide right-of-way (ROW) engineering appraisal and acquisition services, provide CDBG-DR compliance support, prepare bid documentation, provide bid support assistance, and construction administration support for the Fair Street Rehabilitation Project.

The Consultant shall provide engineering and professional services in accordance with any and all applicable Local, State, and Federal guidelines and laws. The Consultant shall also ensure that all local, State, and Federal permit standards, requirements, and restrictions are translated into the final design. The design of each project shall be in conformance with the current version of: MUTCD, California MUTCD Supplement, State of California Department of Transportation Highway Design Manual, the Federal Americans with Disabilities Act (ADA), and State/local building codes.

The project must be designed in AutoCAD Civil 3D and follow the City of Chico Design Standards. At each milestone, the Consultant shall provide deliverables in both PDF and AutoCAD. The Consultant shall follow the City of Chico Department of Public Works Survey Requirement for surveying.

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EXHIBIT B

SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE

Scope of Professional Services - Basic

The Consultant shall provide professional services as follows:

TASK 1: PROJECT MANAGEMENT

Task 1.1 Communication and Management

As the main point of contact for the City, Project Manager shall be directly responsible for project management and the coordination of all technical work to make sure that Project issues and action items are addressed. Consultant shall manage the Project team from notice to proceed through Bid Documents. Consultant shall prepare monthly invoices which shall include Project progress reports detailing the work completed to date, upcoming work, potential issues, and Project schedule updates. Invoices shall be formatted to include the total contract amount, all costs incurred per task and pay period, and totals shown as actual and percentages.

Task 1.2 Project Kick-Off Meeting

Within three weeks of receiving the notice to proceed from the City, a Project kick-off meeting shall be held with City staff (including maintenance personnel) and the Project team to discuss Project communications, expectations, deliverables, and schedule. Having this meeting first thing helps solidify Project goals and provides critical information necessary for a successful Project. Consultant shall prepare a meeting agenda and meeting minutes after the meeting to document all discussion, action items, and decision made. This meeting shall be held on Microsoft Teams and calendar invites shall be sent out by Consultant.

Task 1.3 Periodic Check-Ins

Bi-weekly, regularly scheduled check-ins with the City, throughout the duration of the Project,

shall be arranged and scheduled at the beginning of the Project. Consultant has found that having regularly scheduled meetings and check-in keeps the Project on track and everyone informed about the Project's progress, and having these scheduled in advance allows for increased participation from the Project team. These check-ins are usually quick, Microsoft Team calls that generally don't last longer than half an hour.

Task 1.4 Project Development Team (PDT) Meetings

Consultant shall coordinate PDT meetings to occur monthly. PDT meetings shall discuss Project status and schedule, critical issues, action items, and provide overall updates on the Project. Consultant shall prepare meeting agendas and meeting minutes for all PDT meetings. Meeting minutes shall track all action items identified and completed. These meetings shall be held on Microsoft Teams and calendar invites shall be sent out by Consultant for all meetings.

Task 1.5 CDBG-DR Compliance Support

Consultant's team shall assist the City in regulatory compliance and reimbursement from the CDBG-DR program. This effort may include providing invoicing documentation, Project status reports, or various other Project progress and detailed information.

Task 1.6 Quality Assurance/Quality Control

Quality control (QC) is not just a review of the final work product prior to its delivery to the City. Rather, true quality control is Consultant's commitment to a process of an ongoing "critical eye" review and oversight throughout the Project. Quality Assurance (QA) shall be provided by Jim Fisher, PE, QSD/P, who shall audit the project intermittently to ensure that QC procedures are being followed. The goal of the QC plan shall be to prevent errors, quickly detect and correct any errors that do occur, and eliminate their cause in the future. In addition to general QA/QC all calculations and quantities shall be checked independently throughout the design process to ensure that bid documents are accurate and correct.

Task 1 Deliverables:

- *Sixteen (16) Monthly Invoices and Progress Reports (.pdf format)*
- *Kick-off Meeting Agenda and Minutes (.pdf format)*
- *Sixteen (16) PDT Meeting Agenda and Minutes(.pdf format)*
- *CDBG-DR information reports (.pdf format)*

Task 1 Assumptions:

- *Kick-off, PDT and Check-in calls shall be held on Microsoft Teams*
- *Kick-off and PDT Meeting attendee list shall be provided by the City*

TASK 2: DATA COLLECTION & ANALYSIS

Task 2.1 Review of Existing Plans, Studies, and Other Relevant Documentation

Consultant, with assistance from the City, shall review all available documentation available for the Project limits. This information may include, but is not limited to; City GIS data, as-builts, maintenance records, landscaping and irrigations records, adjacent Project plans and reports,

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B-2

record maps, traffic analysis, City master planning documents, and any other publicly available data.

Complete and thorough review of these documents shall make fieldwork and mapping the existing condition much easier. Consultant's preparation and research for this proposal many documents and existing infrastructure have been collected and reviewed, which provides Consultant with a solid starting point for our research and future Project development.

Consultant has completed preliminary research into horizontal and vertical survey control and recorded maps. Additional research shall be required with Caltrans, regarding the former State Highway 99E (now East Park Avenue) as well as researching and acquiring deeds for areas where right of way and easements have been granted to Butte County and the City along Fair Street (formerly Chico Avenue) and intersecting streets. Consultant shall work with Old Republic Title (formerly Bidwell Title & Escrow) to acquire the pertinent records.

Task 2.2 Site Walk & Field Surveys

After reviewing the Project records, the topographic survey has been completed, and Preliminary Plan Sheets have been drafted, Consultant shall perform a detailed site walk with the City and the Project team. Consultant shall walk the alignment noting the condition of the pavement, including general notes about transverse and longitudinal cracking, rutting, and failure areas (alligator cracking). Where an overlay or slurry seal is proposed, Consultant shall note (on the Preliminary Plan Sheets) the location and general size of the failure locations to identify dig out/repair locations. During the site walk, Consultant shall also identify any additional improvements that may be desirable. Additional improvements could include non-compliant curb ramps, drainage issues, and damaged curb and gutter. All notes shall be delineated on the Preliminary Plan Sheets. The site walk and pavement assessment shall help identify required improvements for the limits identified in the RFP. During the site walk, Consultant shall also be checking our Preliminary Plan Sheets to ensure that all information shown within is accurate. Existing conditions mapped from record documents or as-builts shall be field verified at this time.

Task 2 Deliverables:

- *List of Requested Documents (.docx or .xlsx format)*
- *Preliminary Plan Sheets (.pdf format)*
- *Site Walk Agenda and Minutes (.pdf format)*

Task 2 Assumptions:

- *City to research and provide all available documents*
- *City Project Manager will be present for Site Walk*

TASK 3: PUBLIC OUTREACH

Judging by the state of the roadway and City's desire to rehabilitate this corridor, Consultant anticipates that the community shall be onboard with improvements for this Project and outreach

efforts shall be minor.

Consultant proposes including the following public outreach tactics to properly inform, engage, and identify possible mitigation strategies.

Task 3.1 Stakeholder Database

Consultant shall create a stakeholder database that includes key agencies, residents, property owners, schools, and businesses. This database shall include stakeholder name and contact information, as well as the preferred method of contact and potential key concerns and/or areas of Project interest.

Task 3.2 Project Notice Mailers

Consultant shall prepare a pre-design flyer to notify stakeholders (residents, schools, business, etc.), within the Project zones of upcoming fieldwork and the future construction project. Project flyers shall also be used to educate the stakeholders about what the Project shall consist of and why the City has selected this location for a Project. The City will review the content and provide any comments to the Project team prior to distribution. Consultant shall use the information gathered and stored in the stakeholder database to mail the flyers to those addresses. The final flyer shall be provided to the City so that it may also be shared on the City's webpage or other online media sources for additional distribution by the City.

Prior to the Community Meeting, a Community Meeting Notice shall be prepared and sent to the City for review. After City comments are collected and incorporated, the notice shall be mailed to stakeholders to inform them of the upcoming meeting, educate them on the Project purpose, update them on the current Project status, and reason for the meeting. The final notice shall be provided to the City so that it may also be shared on the City's website or other online media sources for additional distribution by the City.

Task 3.3 Community Meeting

Consultant, in conjunction with City Staff, shall host one (1) community meeting to discuss the components of the Project with the public. The Community Meeting shall occur after the Project has progressed to the 60% design level and critical details have been evaluated and resolved. Consultant shall coordinate the meeting, and the City will secure the meeting venue and provide all meeting supplies, including sign-in sheets, Project team name tags, and other printed materials. The community meeting shall be conducted in an informal town-hall style without a centralized presentation, allowing attendees to stop in as their schedule allows. Attendees shall be provided with the opportunity to review the Project exhibits and schedule and ask questions.

Task 3.4 Property Owner Meetings

Consultant, in conjunction with City Staff, shall hold property specific meetings to discuss impacts at key locations. These meetings are meant to educate property owners about the impacts the Project may have along their frontage. These meetings shall be separate from any discussions related to right-of-way acquisition but may be necessary for certain encroachments. It is assumed

that six (6) specific meetings shall be held in-person at the Project site over the duration of the Project.

Task 3 Deliverables:

- *Stakeholder Database (.xlsx format)*
- *Pre-Construction Mailer (.pdf format)*
- *Community Meeting Mailer (.pdf format)*
- *One (1) Community Meeting*
- *Six (6) Property Owner Meetings*

Task 3 Assumptions:

- *City will assist with stakeholder list*
- *City to review and provide feedback on content of pre-design flyer and community meeting notice*
- *City will facilitate location for Community Meeting*
- *500 mailers will be sent out to property owners within ¼ mile of Project*
- *Multiple property owners meetings to occur in a single day*
- *City will post pre-design flyer and community meeting notice on website and social media, if desired*

TASK 4: TOPOGRAPHIC AND BOUNDARY SURVEYS

Consultant's control, topographic, and boundary survey activities and deliverables shall conform with *The City of Chico Department of Public Works Survey Requirements*, including electronic mapping deliverables.

Task 4.1 Control Surveys

Unless otherwise desired by the City, horizontal control surveys shall originate from National Geodetic Survey (NGS) stations HUMBUG and MOREHEAD, being situated 0.9 and 2.5 miles respectively, from the center of the Fair Street project. Using multiple Trimble GNSS receivers, all Project control points shall be tied from each NGS station. California Zone 2 State Plane Coordinates shall be based on NAD83(2011) Epoch 2010.00.

To be confirmed with City of Chico Public Works Department, vertical control (elevations) shall be based on City of Chico BM# 1218 (a brass cap stamped "BM #4-B"), using the City of Chico Datum elevation of 203.24'. A closed level loop shall be run and include 'turning' through each Project control point.

Upon completion of the design phase, as necessary, additional Project control and a Project benchmark shall be established outside the limits of work, to provide intervisible control points throughout the Project.

Task 4.2 Topographic Survey

Topographic and planimetric mapping of the 3,700' Project corridor shall be compiled from mobile LiDAR data. Consultant shall perform the Mobile Terrestrial Laser Scanning (MTLS) in conformance with Chapter 15, Section 7-12 of the Caltrans Surveys Manual, for Type A MTLS surveys. To exceed survey-grade accuracies, up to 14 targeted ground control points (GCP's) shall be set and surveyed as part of Task 4.1 Control Surveys. These ground control points shall be set at <300' intervals.

Mobile LiDAR is an innovative mapping solution that incorporates the most advanced LiDAR sensors, cameras, and position/navigation to produce a survey-grade point cloud quickly and accurately without interrupting traffic. The technology offers numerous advantages over conventional ground surveys in that the point cloud extends well beyond the Project's immediate area of interest, allowing Consultant to mine the point cloud in the office when additional detail is needed, rather than returning to the field for additional data, as well as enhancing accuracy and safety, by keeping field survey staff off the roadway. The acquired LiDAR data shall reach well into most of the private properties along

Fair Street, in many cases eliminating the need to enter those properties. This non-invasive method of surveying can be operated day or night, with efficient acquisition of millions of 3D design points per minute and essentially eliminates the need for traffic control.

The topographic survey shall identify all existing topographic features, including but not limited to those listed in *Section B. Topographic Survey of The City of Chico Department of Public Works Survey Requirements*. From the LiDAR data, Consultant shall also be able to map all overhead utility lines in 3D. These visible planimetric and terrain features shall be compiled in 3D and delivered in a City of Chico Prototype Civil 3D drawing.

Supplemental field surveys shall be performed to QC the compiled mapping, positively ID utilities, and measure inverts and in-fill areas that are not visible in the point cloud, due to obstructions. Obstructions typically include solid fences, thick vegetation, and vehicles.

Task 4.3 Boundary Surveys

Consultant's initial records and field review confirmed the existence of Butte County Monuments A-59 and A-153. For years these monuments have established the centerline of Fair Street (formerly Chico Avenue). In addition to these monuments, several more monuments of record exist along the right-of-way. Field surveys shall be performed to search for and tie these known monuments of record as well as to search for unrecorded monuments and evidence in support of public and private boundaries, right-of-way, and easements. All found monuments shall be provided in a formal tabulation and/or shown on the plans, to give the contractor notification of their presence, see Task 11 – Bidding and Selection.

Based on the acquired records, rectified to field surveyed monuments, a preliminary land net shall be compiled in CAD. As more record information is uncovered, that information shall be added to the land net. Ultimately the Title Reports obtained in Task 5 shall be necessary for

disclosing conveyances from adjacent private parcels to the City of County. These conveyances shall be added to the final land net to be used in preparing appraisal mapping and legal descriptions.

Task 4 Deliverables:

- *Topographic Base Map (.dwg format)*
- *Right-of-Way Base Map (.dwg format)*

Task 4 Assumptions:

- *A Record of Survey shall not be required for this Project*

TASK 5: RIGHT-OF-WAY ACQUISITION AND SUPPORT

Task 5.1 Rights of Entry

Prior to commencing field investigations, topographic, and boundary surveys, the Consultant's team shall prepare Right of Entry materials for use in gaining access to private properties. Consultant shall prepare a list of all properties requiring rights of entry along with ownership information. It is expected that Consultant shall work with City staff to get rights of entrees signed.

Task 5.2 Title Reports

Chico Avenue (now known as Fair Street) was originally a 60-foot-wide right of way, according to the 1907 "Map of Mulberry Tract Subdivision No. 1". Over the years various strips of land, adding to the width of Fair Street, have been deeded to Butte County and the City. Some of these strips are referenced on recorded maps, others may only be disclosed in Title Reports. Based on Consultant's preliminary design, Consultant shall work with Old Republic Title (formerly Bidwell Title & Escrow) to obtain Title Reports for the identified parcels. It is expected that Consultant shall need Title Reports from 15 properties along Fair Street within the Project limits.

Task 5.3 Appraisal Mapping

Once in receipt of Title Reports, existing private parcel encumbrances and right of way/easement conveyances to Butte County and the City can be added to the land net mapping which shall be the basis of the Appraisal Maps, exhibits and plats.

The Appraisal Maps shall be prepared in conformance with Caltrans standards, at an appropriate scale, to display pertinent information including existing parcel boundaries and easements, proposed right-of-way and easements, aerial imagery, existing visible surface structures, and a tabulation of areas to be acquired. Following agreement on the required acquisitions, Consultant shall prepare legal descriptions and plat maps for the easements to be acquired. The Appraisal Maps shall be used for appraisals, negotiations, and acquisition.

Task 5.4 Legal Descriptions/Plats

Individual plats and legal descriptions shall be prepared for each parcel requiring an acquisition by the City. The plats shall include the same basic information as contained in the Appraisal Maps with respect to encumbrances. Deed cover pages and associate property transfer documents shall be prepared by the Consultant's team.

Task 5.5 Waiver Valuations

For federally funded projects, an appraisal is not required if it is determined that the proposed acquisition is uncomplicated, and the fair market value is estimated at \$10,000 or less. Accordingly, Consultant's team shall prepare a valuation report by utilizing the "Waiver Valuation in Lieu of Appraisal" procedures described under 49 CFR 24.102(c)(2) and Chapter 7, Section 07.02.13, of the Caltrans Right of Way Manual. Waiver Valuations are suitable for the purpose of establishing the amount of Just Compensation and conducting good faith negotiations, however, they cannot be used for eminent domain proceedings. This process shall include:

- Preparing and mailing a "Notice of Decision to Inspect" to the property owner including the appropriate Acquisition Brochure and Title VI information, and a request to conduct an on-site inspection of the property.
- Reviewing design plans, title information, legal descriptions and plat maps, and any other information pertaining to the subject property.
- Performing an inspection of the subject property with the owner and documenting and photographing the use, special features and any site improvements within the proposed acquisition area.
- Researching and analyzing relevant market information and formulating the valuation amount of the proposed acquisition.
- Preparing a "Waiver Valuation in Lieu of Appraisal" report utilizing the Caltrans form 7-EX-21A provided in Chapter 7 "Appraisal" in the Caltrans Right of Way Manual.

Task 5.6 Acquisition and Negotiation

Based on Consultant's review of the preliminary mapping provided in the City's RFP, Consultant's team assumes that the Project shall require the acquisition of up to 5 permanent Public Road Easements, along with up to 10 Temporary Construction Easements. Consultant's team shall provide all acquisition services required for the City to purchase the right-of-way required to construct the Project. All tasks shall be performed in accordance with applicable Federal, State, and local regulations, Caltrans Policies and Procedures, and the City's internal policies and procedures. Specifically, Consultant's team shall:

- Provide all acquisition services in a timely, efficient manner and at a reasonable cost. Work shall be performed in accordance with Caltrans and the City's Policies and Procedures and applicable Federal, State, and local regulations.
- Coordinate and manage the acquisition process with the City, legal counsel, design team, property owners, and tenants along with the title company, appraisers, and other consultants to insure effective cross-discipline communications.
- Review right-of-way plans, appraisal reports, title reports, appraisal maps and

legal descriptions and all other pertinent documents.

- Prepare acquisition offer packages consisting of the City's written purchase offer, appraisal summary statement, acquisition brochure, acquisition agreement, conveying instruments (Grant Deed, Permanent and/or Temporary Easements, etc.), Certificate of Acceptance, recommendation of amount of Just Compensation, plat maps and legal descriptions, and Title VI Information.
- Consultant's team's acquisition agent shall meet personally with each property owner to present the City's purchase offer, explain the Project design requirement, and inform him or her of the City's right-of-way acquisition process.
- Negotiate personally in good faith with each property owner, his/her agent or representative and discuss the valuation of the property interests, gather information for consideration and address any questions or concerns that may arise during the acquisition process.
- Establish and maintain an acquisition file for each property owner or property interest acquired and maintain a file checklist pursuant to the City's specifications.
- As may be required, secure Right of Entry Agreements, licenses or permits from property owners for purposes of performing hazardous waste, archeological and other inspections.
- Promptly transmit executed documents (acquisition agreements, executed deeds, rental agreements, statements of information, offset statements, and the like) to the City for acceptance and processing. A report summarizing the pertinent information relative to the transaction shall be included.
- Prepare and submit a Letter of Recommendation to the City for any proposed administrative settlements with property owners. The letter shall include a chronology of the negotiation efforts, provide supporting evidence and documentation and an explanation of the benefits and rationale behind the recommendation.
- Escrow Coordination - Coordinate opening of escrows, assist the escrow company in obtaining additional documentation as necessary to provide clear title to the City, supervise and review the closing of escrows, and review closing statements for completeness and accuracy. Consultant shall serve as liaison between the title company, escrow holder, and the City.
- Recommend condemnation action when negotiations have reached an impasse. The required justification shall be submitted in writing to the City. Our primary goal shall be to reach an acceptance of the offer with each property owner. Consultant shall work with the City in recommending solutions to achieve acceptance of the offer.
- Eminent Domain Support – If requested, coordinate with City's condemnation counsel, as required, to support condemnation activities until a Resolution of Necessity is adopted and possession is granted by the courts. Litigation support after the hearing for the Resolution of Necessity, such as depositions, mediation appearances and expert testimony, can be provided on a time-and-materials basis.
- Perform any other normal procedures and processes to implement the acquisition

assignment and provide any other supporting information and/or correspondence required by the City.

- Provide bilingual acquisition agents, if necessary.
- Prepare all applicable forms, secure property owner's approval and signature, and submit the forms to the City for review and acceptance.
- Upon completion of the acquisition process for each property or property interest, or at Project completion, Consultant's team shall provide the City with the original acquisition file as well as electronic copy of files for future audit purposes.

Task 5 Deliverables:

- *Right-of-Way tracking tables (.xlsx format)*
- *Title reports (.pdf format)*
- *Right-of-Way impact exhibits (.pdf format)*
- *Plats and legals (.pdf format)*
- *Appraisals and appraisal reviews (.pdf format)*
- *Purchase agreements (.pdf format)*
- *Negotiate acquisitions (.pdf format)*
- *Escrow Documents (.pdf format)*
- *Fifteen (15) Waiver Valuations*
- *Fifteen (15) executed Agreements, Grants of Easement Deeds, and/or Temporary Construction Easements*
- *Ten (10) Rights of Entre (.pdf format)*

Task 5 Assumptions:

- *Five (5) Parcels shall require acquisition*
- *Ten (10) Parcels shall need temporary construction easements*
- *Fifteen (15) Preliminary Title Reports shall be needed*
- *City staff shall help assist with signatures for rights of entry when required*
- *Owners shall negotiate and agree to a reasonable settlement*

TASK 6: PRELIMINARY ENGINEERING

Task 6.1 Project Report

Using information obtained through the various field investigations and reports, Consultant prepare a Draft and Final Project Report (PR) equivalent to summarizing various Project alternatives. Alternatives related to the Project shall include geometric layouts and pavement treatment recommendations. Each of the proposed alternatives shall have a discussion as to the effectiveness, environmental, drainage, utilities, R/W impacts, anticipated design life, and cost for evaluation by the City. Once the City selects the preferred alternative, a final report shall be prepared identifying the selected improvements for Final Design. The Draft and Final PR shall follow the Caltrans template but be revised to focus on key elements for the City.

Task 6.2 Project Report Meeting

Once the City and stakeholders have had a chance to review the Draft Project Report, Consultant shall schedule a meeting to review the report, select a path forward, and discuss our approach to the final design. It is assumed that the results of Draft Project Report shall be discussed during one meeting that shall be held at the City office. The Project alternatives shall be reflected in the Final Project Report and Meeting minutes.

Task 6.3 Preliminary Drainage Report

A preliminary drainage investigation shall be performed to determine the existing drainage patterns and storm drain facilities in the Project area, including existing inlet/pipe locations, sizes, local rainfall intensities, and flows. On-and off-site hydrologic analyses shall be conducted for the post-project condition. A Preliminary Drainage Report shall be prepared to document the preliminary drainage and hydraulic studies based on City criteria and in accordance with the City's Storm Drainage Master Plan. Consideration shall be given to potential permanent water quality treatment features.

Task 6.4 Preliminary Roadway Design

Using information gathered from previous tasks, Consultant shall draft preliminary plans to support the Project Report.

30% Plans: Using the Preliminary Plan Sheets prepared for the Project Site Walk, detail shall be added to the plans to show proposed improvements, utility conflicts, driveway conflicts, drainage issues, and ADA improvements. The 30% plans shall include a cover sheet, typical sections, plan/profile sheets, and signing/stripping plans. The preliminary sheets shall include the limits of the proposed work and should capture all improvements for the Project.

30% Estimate: Using the improvements identified on the Preliminary Plan Sheets a detailed construction cost estimate shall be prepared. The cost estimate shall include quantities and shall be broken down by major cost elements for final design, right-of-way, and construction management.

30% Comment Response Matrix: Once comments on the 30% submittal package have been received, Consultant shall prepare a comment response matrix to document the response to comments.

Task 6.5 Project Renderings

Based on a single preliminary design and CAD linework provided by the design team, Consultant's team shall prepare the following graphic illustrations of proposed improvements: color rendered plan enlargement of street at one (1) location along Project area representing typical treatments, color rendered cross sections of street at one (1) typical location, and one (1) visual simulation (3D) depicting key areas of the proposed streetscape plan.

Task 6 Deliverables:

- *Draft and Final Project Report (.pdf format)*

- *Project Report Meeting Agenda & Minutes (.pdf format)*
- *Draft & Final Preliminary Drainage Report (.pdf format)*
- *One (1) plan graphics (.pdf format)*
- *One (1) typical section graphics (.pdf format)*
- *One (1) visual simulation (.pdf format)*
- *30% Plans (.pdf format)*
- *30% Estimate (.pdf and .xlsx formats)*
- *30% Comment Response Matrix (.xlsx format)*

Task 6 Assumptions:

- *Project Report Meeting shall be held at the City's office*

TASK 7: UTILITY/OTHER AGENCY INVESTIGATION & COORDINATION

Task 7.1 Preliminary Utility Coordination

Contact List: Beginning with any pre-existing utility contact list maintained by the City, Consultant shall develop and refine a Project-specific contact list containing all utility owners providing or proposing to provide service in the Project area. Consultant has identified the following utilities located within the Project site and the accompanying utility owners. This shall serve as the foundation of our utility coordination list and be expanded as necessary.

- Water – California Water Service - Chico
- Sewer/Storm Drain – City of Chico
- Electric and Gas – Pacific Gas & Electric
- Communications – AT&T and Comcast

Utility ‘A’ Package: Consultant shall send the following materials to all utility companies serving the Project area: a vicinity map capturing the boundaries of the Project and a City-approved letter requesting as-built or record information of the location, size and depth (if applicable) of each utility company’s facilities within the study boundaries; and information regarding planned utility construction that might affect the Project also shall be requested.

Based on the information received from the ‘A’ letters, surveying, and field visits, Consultant shall update the base mapping to reflect the existing utilities in the Project area.

Utility Conflict Identification: Consultant shall review the existing utilities to determine the extent of utility conflicts throughout the Project area.

If needed, Consultant shall hold one-on-one meetings with those utilities that might require significant relocation efforts. The purpose of these meetings shall be to reach consensus on the scope, level of effort, and approximate cost of the required relocations. A maximum of 2 meetings are provided for in this scope of work.

Task 7.2 Utility Conflict Resolution

Utility ‘B’ Package: Based on the information collected from the Utility ‘A’ letters, Consultant shall prepare and send Utility ‘B’ packages to affected utility companies. The ‘B’ package, which shall document identified utility conflicts and the conclusions from associated utility meetings, shall include the following: 60% Plans and a City-approved letter notifying the utility companies of conflicts between existing utility facilities and the proposed work. The letter shall ask the utility companies to verify the conflict and notify them of the need to relocate their facilities. It shall be important to determine utility liability and the extent and needs for relocations so land rights can be determined. Design modifications may be required to limit impacts to utility companies. This shall be included as part of the design process in an effort to develop the best design while minimizing impacts when possible. After receipt of the relocation designs from the utility companies, Consultant shall add the relocations to the drawings prior to the 90% design submittal.

Utility ‘C’ Package: Consultant shall send a copy of the Final Plans and a City-approved letter to the utility companies when the Project is advertised for bids. The letter shall include the Project schedule and deadlines for completion of utility company relocation work.

Notice to Owner and Reports of Investigations: Consultant shall prepare required Notice to Owners and any Reports of Investigation required for the Project.

Utility Agreements: It is assumed the City will negotiate and document any necessary agreements. Consultant shall act in a support role to the City.

Task 7.3 Utility Locating and Marking

Consultant’s team shall investigate and non-destructively mark horizontal locations and depths of existing utilities within the Project limits. Identifying the horizontal location and vertical depths shall be a critical step in the preliminary design process, and the depths discovered can be used to evaluate conflicts between shallow existing utilities and the proposed pavement rehabilitation alternatives. All utilities shall be located, marked, and surveyed. Once surveyed, our topographic base file shall be updated to reflect the field data. We strongly believe that this rather inexpensive task shall pay dividends for this Project.

Task 7.4 Potholing

In addition to the non-destructive utility locating, Consultant shall positively identify the location of up to fifteen (15) utilities by way of potholing. Prior to potholing, Consultant shall obtain the necessary City permits and coordinate with Underground Service Alert (USA). Potholes in asphalt shall be made using a vacuum truck, and the potholes shall be backfilled with Class 2 AB and patched with high early strength non-shrink grout dyed black to match the existing asphalt concrete. The pothole results shall be summarized in a report and the pothole locations and report shall be shown on the Plans and attached to the Specifications for the Contractor’s benefit.

Consultant shall stagger the utility locating efforts so that we have access to the most critical data as early as possible in the design process. For the purposes of this proposal, Consultant assumes

traffic control shall not be required for either the mark and locate or potholing activities. Consultant shall work with the City Encroachment Permit Department on the traffic control requirements; however, Consultant expects traffic control to consist of road work ahead signs, lane shifts, and lane closures without flaggers.

Task 7 Deliverables:

- *Utility Contact List (.xlsx format)*
- *Utility 'A' Package (.pdf format)*
- *Utility Conflict Map (.pdf format)*
- *Utility 'B' Package (.pdf format)*
- *Utility 'C' Package (.pdf format)*
- *Notice to Owners (.pdf format)*
- *Report of Investigations (.pdf format)*
- *Pothole Log (.pdf format)*

TASK 8: GEOTECHNICAL INVESTIGATION

Task 8.1 Preliminary Review and Coordination

Consultant's team representative shall determine exploration locations, determine site access, and shall visit the site prior to fieldwork to mark our exploration location(s) for USA. Consultant shall obtain a City encroachment permit for our fieldwork within the public right-of-way core locations, and schedule traffic control as needed.

Task 8.2 Pavement Condition Assessment

Consultant's team shall walk the alignment noting the condition of the pavement, including general notes about transverse and longitudinal cracking, rutting, and failure areas (alligator cracking). Consultant's team shall include the location and general size of the failure locations and provide this information to the design team for cost estimating purposes of dig out/repair locations.

Task 8.3 Pavement Coring and Laboratory Testing

To measure the existing structural pavement sections (HMA and AB), Consultant's team shall perform between 7 to 9 pavement cores. An Engineer/Geologist shall direct the coring and sampling. At each core location, a diamond tipped core bit 4 to 6 inches in diameter to core through the existing pavement. The existing pavement sections (HMA and AB) shall be measured, and subgrade samples shall be retrieved for laboratory testing.

Cores shall be backfilled with sand and topped with dyed black quick setting concrete to match the existing road. Hot mix asphalt patching is not included in Consultant's scope of services since the road shall be rehabilitated soon. Consultant shall work with the City Encroachment Permit Department on the traffic control requirements; however, Consultant expects traffic control to consist of road work ahead signs, lane shifts, and lane closures without flaggers.

Samples of the subgrade soil shall be tested to determine the R Value, moisture, and Atterberg

limits for Consultant's pavement rehabilitation design. If FDR is selected as the preferred rehabilitation strategy, Consultant shall complete a mix designs of subgrade, AB, and HMA samples to provide percent cement, unit weights, and moisture requirements for the specifications and bid package.

Task 8.4 Engineering Analysis

Following the results of Consultant's fieldwork and R-value testing, Consultant's team shall perform engineering analyses to determine the following:

- Current traffic index based on the results of the cores, assigned gravel factors for the in-place materials, and thickness of the existing pavement section.
- New pavement section thicknesses based on the desired traffic index (provided by the City) for comparison purposes only.
- Various pavement rehabilitation options including mill and overlay, full depth reclamation, remove and replacement, and full depth HMA. These options shall consider the design traffic index and a reduced traffic index for comparisons by the City and the Design Team (typically comparing 10- and 20-year design).

Task 8.5 Pavement Design Report

Consultant's team shall prepare a report containing:

- Project description and scope of services.
- Subgrade soil conditions.
- Existing pavement condition.
- Results of Consultant's pavement coring, presence of overlays and fabric, and current traffic index.
- R-value test results.
- FDR mix design results.
- New pavement section recommendations for traditional AB and HMA and full depth HMA based on the traffic index.
- Rehabilitation options considering mill and overlay with dig outs and FDR for both the desired traffic index and a reduced design life.
- Vicinity map, site plan, dig out map(s), core logs, and core photos.

Task 8 Deliverables:

- *Draft and Final Pavement Design Report (.pdf format)*

Task 8 Assumptions:

- *City of Chico encroachment permit fee shall be waived*
- *City of Chico to provide TI for design*

TASK 9: PROJECT APPROVAL & ENVIRONMENTAL DOCUMENTATION

Task 9.1 Project Approval

Effort for this task is included in Task 6 – Preliminary Engineering.

Task 9.2 Environmental Documentation

Consultant's team shall prepare the following technical studies to support U.S. Department of Housing and Urban Development (HUD)'s environmental review. City staff would upload these reports to the HUD Environmental Review Online System (HEROS), if required. All reports shall be provided in electronic format (MS Word and Adobe PDF).

Task 9.3 Cultural Resources Inventory Report

The Project shall require compliance with Section 106 of the National Historic Preservation Act (NHPA). This scope includes a Cultural Resources Inventory Report that shall meet the requirements of NHPA Section 106 and CEQA. Consultant's team shall develop the Area of Potential Effects (APE) map; conduct a records search and literature review; coordinate consultation efforts with the Native American Heritage Commission (NAHC) and all groups identified by the NAHC; perform a pedestrian survey; and prepare a Cultural Resources Inventory Report. The report shall develop environmental and cultural contexts for the Project region; document records search findings and consultation efforts with the NAHC and local Native American groups/individuals; and describe field methods and results. The report shall include an evaluation of potential Project effects on cultural resources, as well as avoidance and minimization measures to reduce potential impacts to a less-than-significant level. Consultant's team assumes no significant archaeological resources would be discovered, and the Project would avoid impacts to potentially historic structures. Therefore, the cultural resources work does not include the recordation or evaluation of built environment resources. Consultant's team assumes that HUD shall concur that frontage properties do not require evaluation unless the Project has the potential to directly affect the structure.

Task 9.4 Biological Resources Technical Memorandum

The Project area is mostly developed with limited natural areas to support species. The Crough (or Crouch) Ditch, which was historically used as an irrigation canal, crosses Fair Street north of its intersection with East 23rd Street, but the ditch is undergrounded through the Project site. HUD shall require a report to assess potential to support special-status species and rule out presence of wetlands and other waters of the U.S. Consultant's team shall prepare a brief technical memorandum to address potential for sensitive biological resources and discuss avoidance and minimization measures such as preconstruction surveys for nesting birds. A reconnaissance field survey shall characterize and map vegetation communities and evaluate the site's potential to support special-status plant and wildlife species. The Biological Resources Technical Memorandum shall summarize results and show compliance with the Federal Endangered Species Act and Clean Water Act (wetlands). Consultant's team shall recommend avoidance/minimization measures and best management practices to minimize impacts to sensitive biological resources.

Task 9.5 Air Quality Report

Consultant's team shall conduct an air quality assessment to quantify construction-generated and operational air quality and greenhouse gas emissions. As required by HUD's NEPA EA template, Consultant's team shall quantify Project emissions using the California Emissions Estimator Model (CalEEMod) based on Project-specific construction information provided by the engineers. Butte County has a federal designation of Nonattainment for the 8-hour ozone National Ambient Air Quality Standard (NAAQS), so a Clean Air Act conformity determination is required. This scope assumes the analysis shall focus on construction-generated emissions since the Project would reduce travel lanes and add pedestrian facilities, resulting in modest changes to existing traffic volumes and patterns, and may be exempt from regional conformity requirements. Construction emissions shall be quantified based on Project-specific construction data (i.e., equipment use, construction schedules) and project traffic operational modeling. The emission results would be compared to Butte County Air Quality Management District screening criteria and significance thresholds. Exposure to local pollutants (e.g., carbon monoxide, toxic air contaminants) is anticipated to be minor and shall be qualitatively discussed. The Air Quality Report (AQR) shall discuss existing air quality and greenhouse gas (GHG) conditions, present construction-period and operational emissions of criteria air pollutants and GHG emissions and recommend measures for the control of short-term construction emissions to the extent necessary. Model results would be summarized in the AQR and appended to the NEPA Environmental Assessment prepared for the Project.

Task 9.6 Noise Technical Memorandum

Consultant's team shall prepare a technical memorandum to address short-term construction-related noise impacts associated with the proposed Project. Impacts shall be assessed for nearby land uses and their relative exposure to the proposed Project, considering topographic barriers and distance. Construction-related vibration levels shall be quantitatively assessed. The significance of construction-generated noise and vibration impacts shall be assessed in comparison to applicable standards and recommended significance thresholds.

Task 9.7 Phase I Initial Site Assessment (ISA)

A Phase I Initial Site Assessment (ISA) to evaluate the Project alignment and adjacent properties for evidence of recognized environmental conditions (RECs) and/or potential RECs that may significantly impact the constructability, feasibility, and/or cost of the Project. The ISA shall be prepared in accordance with the procedures set forth in Caltrans' Standard Environmental Reference, Chapter 10, and ASTM E1527-21. The ISA shall include the following elements:

- Records review: Consultant's team shall contract with Environmental Risk Information Service (ERIS) to conduct a computerized search of federal, state, local, and tribal environmental agency database records. These database records shall be reviewed for information pertaining to the subject property, and properties within ASTM standard search radii applicable to each database. The databases searched shall include, at a minimum, all databases specified in ASTM E1527-21.
- Physical Setting Review: The ISA shall also include a summary of geologic conditions underlying the subject property and vicinity based on readily available

geologic mapping from the US Geological Survey and the California Geological Survey; and a summary of hydrogeologic conditions (including depth to groundwater and regional groundwater flow, if readily available) based on information from websites maintained by the State of California.

- Historical Land Use Review: ERIS shall provide historical aerial photographs, historical USGS topographic maps, city directories, and Sanborn fire insurance maps (where available) for the subject property and vicinity. Consultant's team shall review this data to develop a history of general property uses for the Project alignment and surrounding parcels back to the alignment's first development, or 1940, whichever is earlier.
- Site Reconnaissance: Consultant's team shall perform a driving and walking reconnaissance of the subject parcel and vicinity to observe current conditions. Conditions on adjacent parcels shall be observed from the public right-of-way. The reconnaissance shall include observations of geologic, hydrogeologic, and topographic conditions; uses and storage of hazardous materials and wastes within and adjacent to the Project alignment; and general conditions regarding the presence of underground and above ground storage tanks, drums, wells, electrical equipment, vegetation, odors, and sewage/waste disposal, as appropriate.
- Interviews: Where warranted by observations and data, Consultant's team shall make reasonable attempts to interview current and past property owners, tenants, and key site managers where names and contact information is provided. Consultant's team may also contact City of Chico or Butte County Environmental Health Department personnel to inquire about department knowledge pertaining to the project alignment or properties in the Project vicinity, as warranted by the findings and reconnaissance.
- Report of Findings: A report documenting our assessment shall be prepared for the Project. The report shall include, but not necessarily be limited to, the following:
 - Description of the subject property and vicinity.
 - Summary of the physical setting, local geologic conditions, and hydrogeologic conditions.
 - Summary of the historical record review and historical site usage.
 - Findings from the records review.
 - Site reconnaissance observations.
 - Interview results.
 - Photographs of significant items of environmental concern observed during the site reconnaissance (if any);
 - Findings, Opinions, and Conclusions on potential impacts: including a summary of RECs, and a discussion of significant data gaps and data failures.
 - Recommendations: As warranted by the findings for additional investigation and/or sampling for potentially hazardous materials.

Task 9.8 NEPA Compliance for HUD

Consultant's team shall prepare an Environmental Assessment (EA) for the Project following the HUD Part 58 Determinations and Compliance Findings for HUD-assisted Projects template. Consultant's team shall assist with the development of a Project description, identify the purpose and need for the Project, determine alternatives that would meet the project purpose, and analyze the environmental impacts of the Project. Consultant's team shall incorporate relevant technical studies (listed above) into the EA. The HUD template requires compliance or conformance determinations for federal statutes, executive orders, and regulations, including but not limited to:

- National Historic Preservation Act
- Clean Air Act
- Noise Control Act and Quiet Communities Act
- Endangered Species Act
- Clean Water Act and Wetlands Protection Executive Order 11990
- Flood Disaster Protection Act, National Flood Insurance Report Act, and Floodplains Executive Order 11988
- HUD Contamination, Toxic Substances, and Flammable Hazards regulations
- Environmental Justice Executive Order 12898

The NEPA EA template also includes an environmental factor checklist, which requires consideration of the effects of the proposal on the character, features, and resources of the Project area. Similar to the CEQA Initial Study Checklist, this NEPA checklist requires an assessment of Project effects on resources such as land use, soils, noise, energy consumption, employment and income, community facilities and services, parks and recreation, transportation and accessibility, and natural features. The EA would also evaluate cumulative impacts and discuss alternatives to the proposed Project. The EA shall identify mitigation measures or Project conditions adopted to reduce, avoid, or eliminate adverse environmental effects.

Consultant's team assumes the EA shall conclude that a Finding of No Significant Impact (FONSI) is appropriate for the Project. Consultant's team shall prepare a combined notice of FONSI and notice of intent to request for release of funds (NOI-RRF). The City would need to mail the notice to interested parties and agencies and allow for a 15-day comment period.

Task 9.9 CEQA Initial Study/Mitigated Negative Declaration or Categorical Exemption

Consultant's team shall prepare an Initial Study/Mitigated Negative Declaration (IS/MND) (including all necessary versions - administrative draft, draft, and final) to comply with CEQA for the Project. Consultant's team shall use the CEQA Guidelines Appendix G checklist as a basis for the IS/MND. The draft IS/MND shall include a Project Description describing the Project, location, the purpose and need statement, the Project alternatives, any responsible agencies who may rely upon the IS/MND, and a list of permits and other approvals required to implement the Project. Consultant's team assumes that the IS/MND shall address one proposed Project alternative and the no-project alternative. The IS/MND shall describe the affected environment, environmental consequences, and avoidance, minimization, and/or mitigation measures for Project impacts. The consequences of the Project shall be analyzed for

both the construction and operational phases. Cumulative impacts, i.e., the effects of the Project in combination with other likely projects, shall be assessed. Feasible mitigation measures shall be identified, and the significance of the impact after incorporating mitigation measures shall be disclosed. In addition, a Mitigation Monitoring and Reporting Program (MMRP) for CEQA shall be prepared as part of the final document. Consultant's team shall prepare a notice of completion (NOC) and notice of intent (NOI) to adopt an MND. The City shall be responsible for all noticing costs and shall submit the required documents to the State Clearinghouse and County Clerk for circulation.

As required by CEQA, the Draft IS/MND shall be circulated for a 30-day comment period among public agencies and the general public, as well as specific individuals, organizations, and agencies expressing an interest in receiving the document. During the 30-day comment period, Consultant's team shall attend a public meeting and present the results of the CEQA analysis. Consultant's team shall prepare up to four posters for the meeting. The City will be responsible for meeting logistics and noticing. Consultant's team can assist with noticing and logistics under additional scope and cost.

At the close of the comment period, Consultant's team shall provide up to 30 hours of assistance to the City in preparing written responses to comments submitted on the draft IS/MND, errata to the IS/MND, and a draft Notice of Determination (NOD) for the City's use. This scope assumes no substantive changes to the Project or new quantitative environmental analysis would be required in response to public comments. The Public Draft IS/MND and the Response to Comment memorandum constitute the Final IS/MND documentation. If requested, Consultant's team shall attend a City Council meeting to present the Final IS/MND and answer questions regarding environmental compliance.

At the City's request Consultant's team shall work with City staff to determine if the Project would qualify for a CEQA Class I Categorical Exemption (CEQA Guidelines Section 15301). Class I exemptions apply to minor alteration of existing public facilities involving negligible expansion of use, including the addition of bicycle and pedestrian facilities on existing streets that shall not create additional automobile lanes. Consultant's team shall prepare a CEQA Notice of Exemption (NOE) form and a Draft Memo explaining why the Project meets the requirements of the exemption and that no exceptions to the exemption apply. Technical studies prepared for the NEPA compliance would support those findings. The memo shall become part of the administrative record and show that the City has completed due diligence in applying for the CEQA exemption. The City would file the NOE form with the State Clearinghouse. If a CEQA Categorical Exemption can be used, the environmental services budget would be substantially reduced, and the schedule expedited.

Task 9 Deliverables:

- *Draft and Final APE map (.pdf format)*
- *Draft and Final Cultural Resources Inventory Report (.pdf format)*
- *Draft and Final Biological Resources Technical Memorandum (.pdf format)*
- *Draft and Final Air Quality Report (.pdf format)*
- *Draft and Final Noise Technical Memorandum (.pdf format)*
- *Administrative Draft, Draft and Final EA (.pdf format)*
- *Draft and Final NOI-RROF (.pdf format)*

- *Admin Draft IS/MND with MMRP (.pdf format)*
- *Screencheck Draft IS/MND (.pdf format)*
- *Public Draft IS/MND (.pdf format)*
- *Notice of Completion and Summary Sheet for SCH Submittal (.pdf format)*
- *Notice of Intent – mailer (.pdf format)*
- *Response to Comments and Errata memo (.pdf format)*
- *Draft NOD for City use (.pdf format)*
- *Draft and Final NOE and Exemption Memo (.pdf format)*
- *Draft and Final ISA Report (.pdf format)*

Task 9 Assumptions:

- *HUD shall act as federal lead agency for NEPA, Section 106, and FESA compliance, and HCD would provide review and oversight*
- *City staff will upload these reports to the HUD Environmental Review Online System (HEROS), if required.*
- *The NEPA alternatives shall be limited to the Proposed Alternative and the No-Build alternative. If additional alternatives must be analyzed, the level of effort for the NEPA document would be adjusted.*
- *The City will act as the lead agency for CEQA.*
- *The City will provide any environmental documentation that was prepared for nearby transportation improvement projects.*
- *The City will be responsible for all noticing and filing costs and will submit the required documents to the State Clearinghouse for circulation.*
- *Cultural resources record search fee shall not exceed \$1,000.00.*
- *No cultural resource sites or historic structure evaluations are assumed. If sites are encountered, or Project design requires modification to a structure more than 50 years old, the budget/schedule would need to be revised.*
- *No additional archaeological identification efforts, evaluation or mitigation proposals, resource evaluation, or data recovery investigations are included in the cost estimate. If needed, these tasks can be completed under added scope and cost.*
- *The scope of work does not include protocol-level surveys for listed species, as these efforts can require multiple surveys over many seasons.*
- *No environmental permits (e.g., Clean Water Act Sections 401 and 404, Section 1602 Streambed Alteration Agreement) would be required.*
- *Contact with adjacent parcel owners shall be provided if interviews or access are required.*
- *Chain-of-title, Activity and Use Limitations, and Environmental Lien searches for the Project alignment or adjacent properties are not included in this scope of work.*

TASK 10: DESIGN

Consultant shall utilize the topographic survey, records research, and City provided input to design elements identified in the RFP. The Project shall utilize City of Chico Standard Plans

CA STD FORMS 04/25/22

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and Caltrans 2023 Standard Plans and Specifications. R.E.Y. will prepare technical specifications (Divisions II through XII) in a format acceptable to the City. The City will prepare Division I “General Provisions” and will assemble the Project Bid Book for advertisement. Consultant shall prepare cost estimates for submittal at the 30%, 60%, 90% and 100% design levels. These estimates shall be based on quantities calculated from the plans with application of unit costs. The Project shall be designed using the City provided template, in AutoCAD Civil 3D, and shall conform to the City’s Design Standards. Prior to any submittal to the City, an independent review shall be conducted to ensure plans are accurate and appropriate for submittal. All plans shall be backchecked by the Project Manager and Project Engineer throughout the design process.

30% Plans and Estimate (P&E): This shall be completed as part of Task 6.4 – Preliminary Roadway Design.

Task 10.1 60% Plans, Specifications, and Estimate (PS&E)

Consultant shall prepare the 60% Plans, Technical Specifications, and Engineer’s Estimate of Probable Construction Cost. The 60% plans shall include a cover sheet, note and legend sheet, typical details, ADA detail placeholders, layout sheets at 20 scale, and striping plans at 20 scale. The 60% design submittal shall be presented at one of the PDT meetings for review and discussion.

Task 10.2 60% Comment Response Matrix

Once comments on the 60% submittal package have been received, Consultant shall prepare a comment response matrix to document the response to comments.

Task 10.3 Post-60% PS&E Meeting

A virtual meeting is proposed after the City has reviewed the 60% construction documents. Consultant shall conduct a conference call with the City to discuss the comments received and further develop or clarify solutions. This meeting is also an ideal time to discuss construction funding opportunities, so that the Project may be adjusted to fit the available budget. Consultant shall work with City Staff to identify potential cost savings and/or phasing to meet known construction funding objectives at that time.

Task 10.4 90% PS&E

The 90% Plans, Technical Specifications, and Engineer’s Estimate of Probable Construction Cost shall be improved and incorporate the 60% comments. Details for ‘custom’ ADA ramps shall be included at 90%. Staging and traffic control requirements shall be included in the Special Provisions to provide the Contractor with the constraints under which they shall be working. The City will provide the Front-End Specifications including the Notice to Bidders, Proposal (Agreement), General Conditions, and Special Provisions, etc. Consultant shall combine the Technical Specifications with the Front-End Specifications for this submittal. The Engineer’s Estimate shall be updated to reflect the quantities from the 90% Plans. The 90% design submittal shall be presented at one of the PDT meetings for review and discussion.

Task 10.5 90% Comment Response Matrix

Once comments on the 90% submittal package have been received, Consultant shall update the comment response matrix to include the 90% comments.

Task 10.6 100% (Bid Set) PS&E

Once the comments on the 90% submittal package have been received, Consultant shall update the comment matrix and prepare the 100% Plans, Specifications, and Engineer's Estimate of Probable Construction Cost. The 100% submittal shall be bid ready.

Task 10 Deliverables:

- 60%, 90%, and 100% Plans (.pdf format)
- 60%, 90%, and 100% Estimate (.pdf and .xlsx formats)
- 60%, 90%, and 100% Technical Specs (.pdf and .docx format)
- 60%, and 90% Comment Response Matrix (.xlsx format)
- Post-60% Meeting agenda (.pdf format)
- Post-60% Meeting minutes (.pdf format)

Task 10 Assumptions:

- City will provide plan comments within two (2) weeks of submittals.
- City will provide AutoCAD Civil 3D templates.
- City to provide Front-End Documents including, but not limited to, the Notice to Bidders, General Provisions, Agreement (Proposal), etc.

TASK 11: BIDDING AND SELECTION

Once the Final Bid Documents are approved, Consultant shall assist the City throughout the bidding process up to the budgeted amount in the contract. During the bidding phase, an engineer from Consultant's team shall attend the pre-bid meeting and bid opening and take notes of questions asked so responses can be issued if necessary. Consultant shall assist with responding to questions and providing clarifications during the bidding process, including preparing bid addenda. Once bids are received, Consultant shall assist the City in evaluating the bids to ensure they are accurate and properly summed. The bid prices shall be reviewed to look for any irregularities or inconsistencies that may cause issues during the implementation of the construction contract.

Under state law, the governmental agency performing or permitting construction or maintenance work is responsible for the perpetuation of survey monuments and/or the enforcement of survey monument perpetuation in accordance with California's Business and Professions Code §8771 (b) and California's Streets and Highways Code §1810.5. The perpetuation of survey monuments is required and intended to protect both public and private property rights in accordance with federal and state law.

Consultant's approach to monument preservation is to include monument preservation as a bid item in the bid documents. If existing monuments are subject to destruction, as part of construction operations, the Contractor shall be responsible for contracting with a licensed land surveyor or licensed civil engineer, legally authorized to practice land surveying, prior to the time when any streets, highways, other rights-of-way, or easements are improved, constructed, reconstructed, maintained, resurfaced, or relocated, and a corner record or record of survey of the references shall be filed with the county surveyor.

Task 11 Deliverables:

- *Pre-Bid Meeting Agenda (.docx and .pdf formats)*
- *Pre-Bid Meeting Minutes (.pdf format)*
- *Bidder Question Responses (.docx and .pdf formats)*
- *Bid Addenda (.pdf format)*
- *Bid Tabulation (.xlsx format)*

Task 11 Assumptions:

- *Five (5) bid addenda shall be issued.*
- *Consultant shall respond to twenty (20) bidder questions.*

TASK 12: CONSTRUCTION ADMINISTRATION SERVICES

It is anticipated that the City will utilize its On-Call Construction Management and Inspection Services consultants for any management and inspection services required by this project. Consultant shall provide support services as outlined below.

Task 12.1 Resident Engineer (RE) Binder

Once the bidding is complete and a Contractor has been selected, construction documents shall be prepared. All addendums shall be merged into one complete set of conformed construction documents. In addition to preparation of the Project conform set, Consultant shall prepare and provide a Project RE Binder. Having the history and background of a Project, it is important to share more than just the bid documents with the construction management team. Consultant shall compile an RE binder that includes quantity calculations, notes about important/unique specifications, CAD files, critical notes for the RE that outline special conditions or specifications and any other information that may be helpful for the inspectors during construction.

Task 12.2 Construction Engineering Support

Once construction is underway, Consultant shall check-in periodically with the construction management team to check on the status of construction and offer Consultant's assistance. Consultant's team shall also be available to respond to Project RFI's and, if required, prepare plan set updates for Contract Change Orders (CCO's). Consultant understands that once a Project is in construction, responding to RFI's and CCO's takes priority over other projects and this

Project will have Consultant's immediate attention.

Task 12.3 As-Built/Record Drawings

After construction is completed, Consultant shall prepare record drawings based on information supplied by the construction manager and Contractor. Accurately preparing record drawings is critical for the City records and often overlooked. The record drawing shall include all field changes and be completed quickly for inclusion into the City's archive system.

Task 12 Deliverables:

- *RE Binder (.pdf format)*
- *Construction Plans and Specifications (.dwg, .docx, and .pdf formats)*
- *Quantity calculations (.xlsx and .pdf formats)*
- *Designer notes (.pdf format)*
- *Responses to Construction RFI's (.docx format)*
- *Attending one (1) Pre-Construction Meeting*
- *Attend two (2) construction site visits*
- *Attend ten (10) weekly construction meetings*
- *Performing a Final Inspection for Design Conformity*
- *As-Built/Record Drawings (.dwg and .pdf formats)*

Task 12 Assumptions:

- *Construction management and inspection services are not included in Consultant's scope of services.*
- *Attendance at weekly construction meetings shall be virtual*

Completion Schedule

The Consultant shall complete all services outlined herein by **November 1, 2026**.

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

R.E.Y ENGINEERS, INC.
Architect/Consultant/Engineer

FAIR STREET REHABILITATION PROJECT
Project Title

203-000-8800/50643-203-4140
Budget Account Number

EXHIBIT C

COMPENSATION

Total maximum compensation for the services outlined herein shall not exceed **\$1,210,809.27.**

Compensation shall be based upon actual invoices received and shall be paid according to the following schedule:

Fair Street Rehabilitation Project
 City of Chico
 Fee Estimate
 June 13, 2024

TASK DESCRIPTION	Callander Associates								Hours	Labor Cost	Escalation	ODC's	Subtotal	TOTALS						
	Principal in Charge	Daniel Miller Senior Associate	Construction Administrator	Project Manager 2	Job Captain	Designer 1	Design 2	Senior Project Administrator						TOTAL HOURS	TOTAL LABOR COST	TOTAL ESCALATION	TOTAL ODC'S	SUB MARKUP	TOTAL DOLLARS	
RAW RATE	\$79.50	\$64.10	\$65.50	\$42.00	\$38.00	\$35.00	\$28.50	\$49.50												
Fringe Benefits %																				
Overhead %																				
General and Administrative %																				
COMBINED FAR OVERHEAD																				
FEE																				
BILLING RATE	\$250.38	\$201.88	\$206.29	\$132.28	\$119.68	\$110.23	\$89.76	\$155.90												
1 Project Management	8	7	2	14				10	42	\$6,778.95	\$258.45		\$7,037.39	421	\$ 99,940.95	\$ 4,450.74	\$ -	\$ 703.74	\$ 105,095.43	
1.1 Communication and Management														152	\$ 40,325.94	\$ 1,814.67	\$ -	\$ -	\$ 42,140.61	
1.2 Project Kick-off Meeting		5			5.5			5.5	16	\$2,230.57	\$85.04		\$2,315.61	31	\$ 5,556.66	\$ 234.71	\$ -	\$ 231.56	\$ 6,022.93	
1.3 Periodic Check-Ins (Assume 16 Months twice a month)														32	\$ 8,003.20	\$ 360.14	\$ -	\$ -	\$ 8,363.34	
1.4 Project Development Team Meeting (Assume 16)														64	\$ 14,684.66	\$ 660.81	\$ -	\$ -	\$ 15,345.47	
1.5 CD&R Compliance Support														84	\$ 16,508.18	\$ 742.87	\$ -	\$ -	\$ 17,251.04	
1.6 Quality Assurance / Quality Control	8	2	2	8				4	26	\$4,548.38	\$173.41		\$4,721.78	58	\$ 14,862.32	\$ 637.53	\$ -	\$ 472.18	\$ 15,972.03	
2 Data Collection & Analysis		4	2	8				20	34	\$3,972.51	\$151.45	\$500.00	\$4,623.96	162	\$ 26,590.04	\$ 1,169.24	\$ 500.00	\$ 462.40	\$ 28,721.67	
2.1 Review of Existing Plans, Studies, and Other Documents		1		2				4	7	\$825.46	\$31.47		\$856.93	51	\$ 8,464.27	\$ 375.22	\$ -	\$ 85.69	\$ 8,925.18	
2.2 Site Walk & Field Surveys		2.5	2	6				16	27	\$3,147.05	\$119.98	\$500.00	\$3,767.03	111	\$ 18,125.76	\$ 794.02	\$ 500.00	\$ 376.70	\$ 19,796.49	
3 Public Outreach														190	\$ 38,660.18	\$ 1,739.71	\$ 1,000.00	\$ -	\$ 41,399.89	
3.1 Stakeholder Database														32	\$ 6,075.16	\$ 273.38	\$ -	\$ -	\$ 6,348.54	
3.2 Project Notice Mailers															\$ -	\$ -	\$ -	\$ -	\$ -	
3.2.1 Pre-Design Mailers														22	\$ 4,235.03	\$ 190.58	\$ 500.00	\$ -	\$ 4,925.60	
3.2.2 Pre-Community Meeting Mailers														14	\$ 2,741.10	\$ 123.35	\$ 500.00	\$ -	\$ 3,364.45	
3.3 Community Meeting														62	\$ 13,522.25	\$ 608.50	\$ -	\$ -	\$ 14,130.76	
3.4 Property Owner Meetings														60	\$ 12,086.65	\$ 543.90	\$ -	\$ -	\$ 12,630.55	
															\$ -	\$ -	\$ -	\$ -	\$ -	
4 Topographic & Boundary Surveys														352	\$ 62,626.86	\$ 2,818.21	\$ 3,000.00	\$ -	\$ 68,445.06	
4.1 Control Survey														80	\$ 15,138.17	\$ 681.22	\$ -	\$ -	\$ 15,819.39	
4.2 Topographic Survey														188	\$ 30,897.81	\$ 1,390.40	\$ 3,000.00	\$ -	\$ 35,288.21	
4.3 Boundary Surveys														84	\$ 16,590.88	\$ 746.59	\$ -	\$ -	\$ 17,337.46	
5 Right-of-Way Acquisition & Support														1,018	\$ 138,978.03	\$ 8,128.85	\$ 24,419.20	\$ 10,295.46	\$ 181,821.54	
5.1 Rights of Entry														74	\$ 14,057.14	\$ 632.57	\$ -	\$ -	\$ 14,689.71	
5.2 Title Reports (15)														6	\$ 937.95	\$ 42.21	\$ 23,250.00	\$ 1,200.00	\$ 25,430.16	
5.3 Appraisal Mapping														44	\$ 6,749.36	\$ 303.72	\$ -	\$ -	\$ 7,053.09	
5.4 Legal Descriptions / Plats (5 Perm, 10 TCE)														165	\$ 29,107.09	\$ 1,309.82	\$ -	\$ -	\$ 30,416.91	
5.5 Waiver Valuations														277	\$ 31,196.00	\$ 2,054.48	\$ -	\$ 3,115.96	\$ 36,366.44	
5.6 Acquisition and Negotiation														452	\$ 56,930.49	\$ 3,786.06	\$ 1,169.20	\$ 5,979.49	\$ 67,865.24	
6 Preliminary Engineering	3	13	1	19	12	36	108	1	193	\$21,248.28	\$810.09		\$22,058.37	801	\$ 128,935.61	\$ 5,451.11	\$ -	\$ 4,381.53	\$ 138,768.25	
6.1 Project Report														212	\$ 37,880.48	\$ 1,704.62	\$ -	\$ -	\$ 39,585.10	
6.2 Project Report Meeting														20	\$ 4,341.13	\$ 195.35	\$ -	\$ -	\$ 4,536.48	
6.3 Preliminary Drainage Report														94	\$ 18,045.09	\$ 812.03	\$ -	\$ -	\$ 18,857.12	
6.4 Preliminary Roadway Design	1	4		13				50	69	\$7,421.27	\$282.94		\$7,704.21	69	\$ 7,421.27	\$ 282.94	\$ -	\$ 770.42	\$ 8,474.63	
6.4.1 30% Plans														220	\$ 36,058.51	\$ 1,417.73	\$ -	\$ 2,175.69	\$ 39,651.93	
6.4.2 30% Estimate														30	\$ 4,680.66	\$ 210.63	\$ -	\$ -	\$ 4,891.29	
6.4.3 30% Comment Response Matrix														24	\$ 4,680.66	\$ 210.63	\$ -	\$ -	\$ 4,891.29	
6.5 Project Renderings	2	8.5	1	6	12	36	58	124	\$13,827.01	\$527.15		\$14,354.17	132	\$ 15,827.81	\$ 617.19	\$ -	\$ 1,435.42	\$ 17,880.42		
7 Utility/Other Agency Investigation & Coordination														234	\$ 43,802.36	\$ 1,971.11	\$ 42,000.00	\$ -	\$ 87,773.47	
7.1 Preliminary Utility Coordination															\$ -	\$ -	\$ -	\$ -	\$ -	
7.1.1 Contact List														10	\$ 1,828.91	\$ 82.30	\$ -	\$ -	\$ 1,911.21	
7.1.2 Utility 'A' Package														10	\$ 1,543.65	\$ 69.46	\$ -	\$ -	\$ 1,613.11	
7.1.3 Utility Conflict Identification														48	\$ 8,629.39	\$ 388.32	\$ -	\$ -	\$ 9,017.71	
7.2 Utility Conflict Resolution															\$ -	\$ -	\$ -	\$ -	\$ -	
7.2.1 Utility 'B' Package														28	\$ 5,507.78	\$ 247.85	\$ -	\$ -	\$ 5,755.63	
7.2.2 Utility 'C' Package														26	\$ 5,007.58	\$ 225.34	\$ -	\$ -	\$ 5,232.92	
7.2.3 Notice to Owners and Reports of Investigations														32	\$ 6,839.64	\$ 307.78	\$ -	\$ -	\$ 7,147.43	
7.2.4 Utility Agreement														12	\$ 2,889.88	\$ 130.04	\$ -	\$ -	\$ 3,019.93	
7.3 Utility Locating and Marking														52	\$ 8,799.88	\$ 395.99	\$ 18,000.00	\$ -	\$ 27,195.88	
7.4 Pathing (Assuming 15)														16	\$ 2,755.65	\$ 124.00	\$ 24,000.00	\$ -	\$ 26,879.65	
8 Geotechnical Investigation														166	\$ 26,798.80	\$ 266.70	\$ 9,888.30	\$ 3,076.05	\$ 40,029.84	
8.1 Preliminary Review and Coordination														24	\$ 4,216.24	\$ 45.02	\$ 1,167.30	\$ 436.32	\$ 5,865.99	
8.2 Pavement Condition Assessment														8	\$ 1,328.76	\$ -	\$ 5,991.00	\$ 711.88	\$ 7,311.73	
8.3 Pavement Coring and Laboratory Testing														20	\$ 2,732.96	\$ -	\$ 2,930.00	\$ 566.30	\$ 6,229.26	
8.4 Engineering Analysis														30	\$ 4,406.87	\$ -	\$ -	\$ 440.69	\$ 4,847.56	
8.5 Pavement Design Report														84	\$ 14,113.86	\$ 221.68	\$ -	\$ 918.77	\$ 15,254.31	
9 Project Approval & Environmental Documentation														695	\$ 104,271.78	\$ 2,516.88	\$ 14,493.12	\$ 10,871.78	\$ 132,153.55	
9.1 Project Approval														56	\$ 12,022.99	\$ 541.03	\$ -	\$ -	\$ 12,564.02	
9.2 Environmental Documentation															\$ -	\$ -	\$ 493.12	\$ 49.31	\$ 542.43	
9.3 Cultural Resources Inventory Report														94	\$ 15,038.27	\$ 375.96	\$ 1,000.00	\$ 1,641.42	\$ 18,055.65	
9.4 Biological Resources Technical Memorandum														48	\$ 6,367.06	\$ 159.18	\$ -	\$ 652.62	\$ 7,178.87	
9.5 Air Quality Report														8	\$ 1,325.04	\$ 33.13	\$ 8,800.00	\$ 1,015.82	\$ 11,173.98	
9.6 Noise Technical Memorandum														8	\$ 1,325.04	\$ 33.13	\$ 3,850.00	\$ 520.82	\$ 5,728.98	
9.7 Phase I Initial Site Assessment (ISA)														83	\$ 13,215.17	\$ -	\$ -	\$ 1,321.52	\$ 14,536.69	
9.8 NEPA Compliance for HUD														234	\$ 30,982.71	\$ 774.57	\$ 350.00	\$ 3,210.73	\$ 35,318.00	
9.9 CEQA Initial Study/Mitigated Negative Declaration														164	\$ 23,995.51	\$ 599.89	\$ -	\$ 2,459.54	\$ 27,054.94	
10 Design	4	11	1	64																

SAMPLE COST PROPOSAL 1
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: R.E.Y. Engineers, Inc.
 Project No. 50643 Contract No. RFP #2024-001 Date June 13, 2024
 Project Name Fair Street Rehabilitation Project

DIRECT LABOR

<u>Classification/Title</u>	<u>Name</u>	<u>Hours</u>	<u>Actual Hr Rate</u>	<u>Total</u>
Assistant Engineer V	Greg Rugh	1035	\$48.25	\$ 49,938.75
Associate Engineer IV	Kristina Ivanov	892	\$55.25	\$ 49,283.00
Senior Engineer III	Carlye Buchholz	76	\$73.32	\$ 5,572.32
Senior Engineer II	Adam Barnes	124	\$64.25	\$ 7,967.00
Project Manager	Garrett McLaughlin	721	\$82.50	\$ 59,482.50
Principal in Charge	Jim Fisher	111	\$106.32	\$ 11,801.52
Senior Project Coordinator	Tina Mallo	217	\$61.60	\$ 13,367.20
Certified Chief of Party	STAFF	88	\$61.53	\$ 5,414.64
Chainman/Rodman	STAFF	88	\$51.02	\$ 4,489.76
Senior Technician III	STAFF	166	\$30.60	\$ 5,079.60
LiDAR Technician III	STAFF	52	\$55.50	\$ 2,886.00
Assistant Surveyor II	STAFF	12	\$39.00	\$ 468.00
Senior Surveyor III	STAFF	0	\$70.00	\$ -
Senior Surveyor V	STAFF	48	\$86.00	\$ 4,128.00
Principal Surveyor	Joe Feyder	88	\$93.50	\$ 8,228.00
		3,718		

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 228,106.29
b) Anticipated Salary Increases	<u>\$10,264.78</u>
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 238,371.07

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>67.19%</u>)	c) Total Fringe Benefits [(c) x (d)]	\$ 160,161.52
f) Overhead (Rate: <u>96.42%</u>)	g) Overhead [(c) x (f)]	<u>\$ 229,837.39</u>
h) General and Administrative (Rate: <u>0.00%</u>)	i) Gen & Admin [(c) x (h)]	\$ -
	j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$ 389,998.91

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee <u>15%</u>	\$ 94,255.50
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l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

<u>Description of Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Title Reports	15	EA	\$ 750.00	\$ 11,250.00
Mobile LiDAR	4	Hrs	\$ 750.00	\$ 3,000.00
Utility Locating and Marking	1	LS	\$ 18,000.00	\$ 18,000.00
Potholes	15	EA	\$ 1,600.00	\$ 24,000.00
			i) TOTAL OTHER DIRECT COSTS	\$ 56,250.00

SAMPLE COST PROPOSAL

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

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

Crawford & Associates	\$	43,975.65
Area West Environmental	\$	95,502.59
Bennett Engineering Y&C	\$	81,422.74
Monument	\$	102,954.55
Callander Associates	\$	67,902.46
KMP Strategies	\$	-
Subconsultant 7	\$	-
Subconsultant 8	\$	-
Subconsultant 9	\$	-
Subconsultant 10	\$	-

m) **TOTAL SUBCONSULTANTS' COSTS** \$ 391,757.99

TOTAL SUBCONSULTANTS' MARKUP \$ 39,175.80

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$ 487,183.79

TOTAL COST [(c) + (j) + (k) + (n)] \$ 1,209,809.27

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.
-

SAMPLE COST PROPOSAL 1
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 Year 1 Avg Hourly Rate
\$228,106.29	3,718		\$61.35	

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$61.35	+	5.0%	=	\$64.42	Year 2 Avg Hourly Rate
Year 2	\$64.42	+	5.0%	=	\$67.64	Year 3 Avg Hourly Rate
Year 3	\$67.64	+	5.0%	=	\$71.02	Year 4 Avg Hourly Rate
Year 4	\$71.02	+	5.0%	=	\$74.57	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	10.0%	*	3,718	=	372	Estimated Hours Year 1
Year 2	90.0%	*	3,718	=	3346	Estimated Hours Year 2
Year 3	0.0%	*	3,718	=	0	Estimated Hours Year 3
Year 4	0.0%	*	3,718	=	0	Estimated Hours Year 4
Year 5	0.0%	*	3,718	=	0	Estimated Hours Year 5
Total	<u>100.000%</u>		Total	=	<u>3,718</u>	

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	\$61.35	*	372	=	\$22,810.63	Estimated Hours Year 1
Year 2	\$64.42	*	3346	=	\$215,560.44	Estimated Hours Year 2
Year 3	\$67.64	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$71.02	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$74.57	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$238,371.07	
	Direct Labor Subtotal before Escalation			=	<u>\$228,106.29</u>	
	Estimated total of Direct Labor Salary Increase			=	<u>\$10,264.78</u>	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.

SAMPLE COST PROPOSAL 1

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>Donald McCormick</u>	Title**:	<u>President</u>
Signature:		Date of Certification (mm/dd/yyyy):	<u>6/13/2024</u>
Email**:	<u>dmccormick@revengineers.com</u>	Phone Number:	<u>916-366-3040</u>
Address:	<u>905 Sutter Street, Suite 200, Folsom, CA 95630</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:

Project Management, Engineering, Public Outreach, and Land Surveying Services

EXHIBIT 10-H1 COST PROPOSAL (Page 1 of 3)

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING, AND ENVIRONMENTAL STUDIES)

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

Consultant **Area West Environmental, Inc.**

Project No. City of Chico Fair Street
Rehabilitation Project

Contract No. TBD

Date 5/8/2024

DIRECT LABOR

Classification/Title	Name	Range	Hours		Initial Hourly Rate	Total
Senior Scientist	Rozumowicz-Kodsuntie,	\$30-\$110	38	@	\$ 76.41	\$2,903.58
Senior Scientist	Dour-Smith, Aimee A.	\$30-\$110	150	@	\$ 66.54	\$9,981.00
Senior Scientist	Rogers, Matthew S.	\$30-\$110	68	@	\$ 41.00	\$2,788.00
Senior Scientist	Bailey, Mary L.	\$30-\$110	56	@	\$ 60.00	\$3,360.00
Analyst	Mays, Kimberly A.	\$18-\$65	160	@	\$ 36.00	\$5,760.00
Analyst	Sankbeil, Colena M.	\$18-\$65	60	@	\$ 34.50	\$2,070.00
Analyst	Pertl, Bianca V.	\$18-\$65	0	@	\$ 25.50	\$0.00
Analyst	Church, Amanda J.	\$18-\$65	24	@	\$ 32.00	\$768.00
Senior Scientist	Morford, Samantha J.	\$30-\$110	0	@	\$ 41.00	\$0.00
Analyst	Laverty, Heather R.	\$18-\$65	0	@	\$ 31.00	\$0.00
Analyst	Kodsuntie, Claudia	\$18-\$65	0	@	\$ 30.00	\$0.00
Analyst	Brown, Elizabeth L.	\$18-\$65	0	@	\$ 28.00	\$0.00
Analyst	Aiken, Mikhela W.	\$18-\$65	0	@	\$ 30.00	\$0.00
Analyst	Open Classification I	\$25-\$65	0	@	\$ 45.00	\$0.00
Senior Scientist	Open Classification II	\$30-\$110	0	@	\$ 70.00	\$0.00

LABOR COSTS

a) Subtotal Direct Labor Costs	\$27,630.58
b) Anticipated Salary Increases (see page 2 for calculations)	\$ 690.76
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 28,321.34

INDIRECT COSTS

d) Fringe Benefits	Rate: 46.28%	e) Total fringe benefits [(c) x (d)]	\$ 13,107.12
g) Overhead	Rate: 109.11%	g) Overhead [(c) x (f)]	\$ 30,901.42
h) General and Administrative	Rate: 0.00%	i) Gen & Admin [(c) x (h)]	-
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]			\$ 44,008.54

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 12.00% \$ 8,679.59

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

SCHEDULE OF OTHER DIRECT COST ITEMS				
DESCRIPTION OF ITEM	Quantity	Unit	Unit Cost	Total
Travel: mileage costs (at current federal travel rate at time of travel)	736	mile	\$ 0.670	\$ 493.12
Cultural Resource Record Search (at cost)	1.00	each	at cost	\$ 1,000.00
Outside Printing/Reproduction; Postage/Delivery Service (at cost)		each	at cost	\$ 350.00

l) TOTAL OTHER DIRECT COSTS \$ 1,843.12

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

Subconsultant 1: AMBIENT Air & Noise Consulting - Air Quality Report	\$ 8,000.00
Subconsultant 2: AMBIENT Air & Noise Consulting - Noise Report	\$ 3,500.00
10% markup	\$ 1,150.00

m) SUBCONSULTANTS' COSTS

m) SUBCONSULTANTS' COSTS \$ 12,650.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 14,493.12

TOTAL COST [(c) + (j) + (k) + (n)] \$ **95,502.59**

- 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. Cost estimate assumes none of the proposed work is subject to prevailing wage
- 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 calculations (page 2) must accompany.

Invoices will be based on staff actual hourly pay rates at the time work is conducted, multiplied by the contracted overhead rate and fixed fee noted above. Subconsultant and Direct Costs will be billed at actual cost. The same Overhead rate will be used for all years for multi-year contracts. Overtime hours for non-exempt staff will be billed at overtime rates based on actual hourly pay rate established in California state law (i.e., 1.5 times the pay rate for hours worked over 8 hours).

EXHIBIT 10-H1 COST PROPOSAL (Page 2 of 3)
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (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 Year 1 Avg
\$27,630.58		556.0		\$49.70	

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	\$49.70		5.0%		\$52.18	Year 2 Avg Hourly Rate
Year 2	\$52.18		5.0%		\$54.79	Year 3 Avg Hourly Rate
Year 3	\$54.79		5.0%		\$57.53	Year 4 Avg Hourly Rate
Year 4	\$57.53		5.0%		\$60.40	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year	*	Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	50%		556.0		278.0	Estimated Hours Year 1
Year 2	50%		556.0		278.0	Estimated Hours Year 2
Year 3			556.0		0.0	Estimated Hours Year 3
Year 4			556.0		0.0	Estimated Hours Year 4
Year 5			556.0		0.0	Estimated Hours Year 5
Total	100%		Total		556.0	

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 \$	49.70		278.0		\$13,815.29	Estimated Hours Year 1
Year 2 \$	52.18		278.0		\$14,506.05	Estimated Hours Year 2
Year 3 \$	54.79		0.0		\$0.00	Estimated Hours Year 3
Year 4 \$	57.53		0.0		\$0.00	Estimated Hours Year 4
Year 5 \$	60.40		0.0		\$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	\$28,321.34	
			Direct Labor Subtotal before escalation	=	\$27,630.58	
			Estimated total of Direct Labor Salary Increase	=	\$690.76	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
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e.
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.

EXHIBIT 10-H1 COST PROPOSAL (Page 3 of 3)

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 Services
- 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: Becky Rozumowicz-Kodsuntie Title*: President

Signature: *Becky Rozumowicz* Date of Certification (mm/dd/yyyy): 5/8/2024

Email: becky@areawest.net Phone Number: (916) 987-3362

Address: 6248 Main Avenue, Suite #C, Orangevale, CA 95662

*An individual executive or financial officer of the consultant’s or subconsultants 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 this proposed contract:

Environmental consulting

SAMPLE COST PROPOSAL 1 (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 Year 1 Avg Hourly Rate
\$26,308.56		454.0		\$57.95	

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	\$57.95		5.0%		\$60.85	Year 2 Avg Hourly Rate
Year 2	\$60.85		5.0%		\$63.89	Year 3 Avg Hourly Rate
Year 3	\$63.89		5.0%		\$67.08	Year 4 Avg Hourly Rate
Year 4	\$67.08		5.0%		\$70.44	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year	*	Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	40.0%		454.0		181.6	Estimated Hours Year 1
Year 2	50.0%		454.0		227.0	Estimated Hours Year 2
Year 3	10.0%		454.0		45.4	Estimated Hours Year 3
Year 4	0.0%		454.0		0.0	Estimated Hours Year 4
Year 5	0.0%		454.0		0.0	Estimated Hours Year 5
Total	100%		Total		454.0	

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 \$	57.95		181.6		\$10,523.42	Estimated Hours Year 1
Year 2 \$	60.85		227.0		\$13,811.99	Estimated Hours Year 2
Year 3 \$	63.89		45.4		\$2,900.52	Estimated Hours Year 3
Year 4 \$	67.08		0.0		\$0.00	Estimated Hours Year 4
Year 5 \$	70.44		0.0		\$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	\$27,235.94	
			Direct Labor Subtotal before escalation	=	\$26,308.56	
			Estimated total of Direct Labor Salary Increase	=	\$927.38	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.

SAMPLE COST PROPOSAL 1 (Page 3 of 3)

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 Services
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 Suconsultant Certifying:

Name:	<u>Daniel Yau</u>	Title*:	<u>Vice President</u>
Signature:		Date of Certification (mm/dd/yyyy):	<u>05/07/2024</u>
Email:	<u>dyau@ben-en.com</u>	Phone Number:	<u>(916) 947-3876</u>
Address:	<u>1082 Sunrise Avenue, Suite 100, Roseville, CA 95661</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 this proposed contract:

Prepare electrical plans, specifications, and cost estimates for traffic signal, lighting, and electrical service systems.

SAMPLE COST PROPOSAL 1 (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 CALLANDER ASSOCIATES LANDSCAPE ARCHITECTURE, INC.

Project No. _____

Contract No. TBD

Date 06/12/2024

DIRECT LABOR

Classification/Title	Name	Actual Hourly Rate Range	Hours	Actual/Averaged Hourly Rate	Total
Principal in Charge	To be determined	\$70-\$89	15.5	\$ 79.50	\$ 1,232.25
Senior Associate	Daniel Miller	\$64-\$68	35.5	\$ 64.01	\$ 2,272.36
Construction Administrator	To be determined	\$63-\$68	30.0	\$ 65.50	\$ 1,965.00
Project Manager 1	To be determined	\$45-\$55		\$ -	\$ -
Project Manager 2	To be determined	\$35-\$45	112.5	\$ 42.00	\$ 4,725.00
Job Captain	To be determined	\$35-\$45	12.0	\$ 38.00	\$ 456.00
Designer 1	To be determined	\$32-\$38	48.0	\$ 35.00	\$ 1,680.00
Designer 2	To be determined	\$25-\$32	255.5	\$ 28.50	\$ 7,281.75
Senior Project Administrator	To be determined	\$45-\$54	11.0	\$ 49.50	\$ 544.50
Project Administrator	To be determined	\$20-\$35		\$ -	\$ -
Assistant Designer	To be determined	\$18-\$24		\$ -	\$ -
		NA		\$ -	\$ -
		NA		\$ -	\$ -
				\$ -	\$ -

Total: 520.0 \$ 20,156.86

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 20,156.86
b) Anticipated Salary Increases (see page 2 for calculations)	\$ 768.48
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 20,925.34

INDIRECT COSTS

d) Fringe Benefits	Rate: 76.31%	e) Total fringe benefits [(c) x (d)]	\$ 15,968.12
f) Overhead	Rate: 110.00%	g) Overhead [(c) x (f)]	\$ 23,017.87
h) General and Administrative	Rate: _____	i) Gen & Admin [(c) x (h)]	\$ -
		j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$ 38,985.99

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10.00% \$ 5,991.13

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage		per IRS	ALLOW	\$ 500.00
Printing & Outside Reproduction		at cost	ALLOW	\$ 1,500.00
				\$ -
				\$ -
				\$ -

l) TOTAL OTHER DIRECT COSTS \$ 2,000.00

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

Subconsultant 1:	_____	\$ -
Subconsultant 2:	_____	\$ -
Subconsultant 3:	_____	\$ -
Subconsultant 4:	_____	\$ -

m) SUBCONSULTANTS' COSTS \$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 2,000.00

TOTAL COST [(c) + (j) + (k) + (n)] \$ **67,902.46**

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 accept by Caltrans.
- Anticipated salary increases calculations (page 2) must accompany.

SAMPLE COST PROPOSAL 1 (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 Subtotal per Cost Proposal		Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$20,156.86	/	520.0	=	\$38.76	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	\$38.76	+	5.0%	=	\$40.70	Year 2 Avg Hourly Rate
Year 2	\$40.70	+	5.0%	=	\$42.74	Year 3 Avg Hourly Rate
Year 3	\$42.74	+	5.0%	=	\$44.87	Year 4 Avg Hourly Rate
Year 4	\$44.87	+	5.0%	=	\$47.12	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year	*	Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	50.0%	*	520.0	=	260.0	Estimated Hours Year 1
Year 2	25.0%	*	520.0	=	130.0	Estimated Hours Year 2
Year 3	25.0%	*	520.0	=	130.0	Estimated Hours Year 3
Year 4	0.0%	*	520.0	=	0.0	Estimated Hours Year 4
Year 5	0.0%	*	520.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	520.0	

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 \$	38.76	*	260.0	=	\$10,078.43	Estimated Hours Year 1
Year 2 \$	40.70	*	130.0	=	\$5,291.17	Estimated Hours Year 2
Year 3 \$	42.74	*	130.0	=	\$5,555.73	Estimated Hours Year 3
Year 4 \$	44.87	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5 \$	47.12	*	0.0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$20,925.34	
	Direct Labor Subtotal before escalation			=	\$20,156.86	
	Estimated total of Direct Labor Salary Increase			=	\$768.48	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.

SAMPLE COST PROPOSAL 1 (Page 3 of 3)

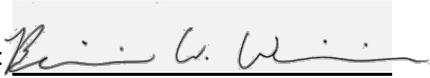
Certification of Direct Costs

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 Services
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 Suconsultant Certifying:

Name:	<u>Benjamin W. Woodside</u>	Title*:	<u>President</u>
Signature:		Date of Certification (mm/dd/yyyy):	<u>06/12/2024</u>
Email:	<u>bwoodside@cavalleyoffice.com</u>	Phone Number:	<u>916.985.4366</u>
Address:	<u>12150 Tributary Point Drive, Suite 140, Gold River, CA 95670</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 this proposed contract:

Landscape Architecture; Bridge Aesthetics

COST PROPOSAL 1

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

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant **Crawford & Associates, Inc.**

Project No. **50643**

Contract No. _____

Date **5/8/2024**

Project Name **City of Chico - Fair Street Rehabilitation Project**

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal *	Benjamin Crawford	0.0	\$70.30	\$ -
Principal *	Eric Nichols	0.0	\$59.09	\$ -
Principal *	Shawn Leyva	13.0	\$52.88	\$ 687.44
Senior Project Manager	Chris Trumbull	8.0	\$72.50	\$ 580.00
Project Manager II	TBD	0.0	\$56.44	\$ -
Project Manager I	TBD	18.0	\$50.00	\$ 900.00
Senior Engineer / Geologist	TBD	46.0	\$45.38	\$ 2,087.48
Project Engineer II / Geologist	TBD	42.0	\$41.49	\$ 1,742.58
Project Engineer I / Geologist	TBD	42.0	\$37.63	\$ 1,580.46
Staff Engineer / Geologist	TBD	26.0	\$34.25	\$ 890.50
Project Coordinator	TBD	10.0	\$35.00	\$ 350.00
Administrative Assistant	TBD	2.0	\$29.75	\$ 59.50
Senior Technician (Non-PW)	TBD	0.0	\$38.50	\$ -
Staff Technician (Non-PW)	TBD	4.0	\$33.48	\$ 133.92
Laborer Technician ** (PW)	TBD	10.0	\$37.63	\$ 376.30
Soils/Asphalt Technician ** (PW)	TBD	0.0	\$48.25	\$ -
Concrete Technician ** (PW)	TBD	0.0	\$45.58	\$ -

221

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 9,388.18
b) Anticipated Salary Increases (see page 2 for calculation)	\$0.00
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 9,388.18

INDIRECT COSTS

d) Fringe Benefits	Rate: 93.29%	e) Total Fringe Benefits [(c) x (d)]	\$ 8,758.23
f) Overhead	Rate: 116.79%	g) Overhead [(c) x (f)]	\$ 10,964.46
h) General & Administrative	Rate: 20.00%	i) Gen & Admin [(c) x (h)]	\$ 1,877.64
Combined ICR %:	230.08%	j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$ 21,600.32

FIXED FEE	k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10%]	\$ 3,098.85
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I) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	690	Mile	\$ 0.67	\$ 462.30
Vehicle Charge	28	Hour	\$ 5.00	\$ 140.00
Traffic Control (Major)	1	Day	\$ 2,500.00	\$ 2,500.00
Backfill	8	Bag	\$ 8.00	\$ 64.00
Core Machine with Generator **	1	Day	\$ 2,600.00	\$ 2,600.00
Core Machine Bit	64	Inch	\$ 3.00	\$ 192.00
Laboratory Testing (2024 Fee Schedule)	1	Lump Sum	\$ 930.00	\$ 930.00
ERIS Record Search	1	Cost	\$ 1,000.00	\$ 1,000.00
FDR Mix Design	1	Each	\$ 2,000.00	\$ 2,000.00
				\$ 9,888.30

m) SUBCONSULTANT'S COSTS (Add additional pages if necessary)

Subconsultant 1:	\$ -
Subconsultant 2:	\$ -
m) TOTAL SUBCONSULTANT'S COSTS	\$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]	\$ 9,888.30
TOTAL COST [(c) + (j) + (k) + (n)]	\$ 43,975.65

CALCULATIONS FOR ANTICIPATED SALARY INCREASE

1. Calculate Average Hourly Rate for 1st Year of the Contract (Direct labor subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
<u>\$9,388.18</u>	<u>221</u>	=	<u>42.48</u>	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	\$42.48	+	5.0%	=	\$44.60	Year 2 Avg Hourly Rate
Year 2	\$44.60	+	5.0%	=	\$46.83	Year 3 Avg Hourly Rate
Year 3	\$46.83	+	5.0%	=	\$49.18	Year 4 Avg Hourly Rate
Year 4	\$49.18	+	5.0%	=	\$51.64	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100%	*	221	=	221.00	Est Hours Year 1
Year 2	0%	*	221	=	0.00	Est Hours Year 2
Year 3	0%	*	221	=	0.00	Est Hours Year 3
Year 4	0%	*	221	=	0.00	Est Hours Year 4
Year 5	0%	*	221	=	0.00	Est Hours Year 5
Total	100%		Total	=	221.00	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$42.48	*	221	=	\$9,388.18	Est Hours Year 1
Year 2	\$44.60	*	0	=	\$0.00	Est Hours Year 2
Year 3	\$46.83	*	0	=	\$0.00	Est Hours Year 3
Year 4	\$49.18	*	0	=	\$0.00	Est Hours Year 4
Year 5	\$51.64	*	0	=	\$0.00	Est Hours Year 5
Total Direct Labor Cost with Escalation				=	\$9,388.18	
Direct Labor Subtotal before Escalation				=	\$9,388.18	
Estimated Total of Direct Labor Salary Increase				=	\$0.00	<i>(Transfers to Page 1)</i>

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 years = \$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
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 In direct Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Benjamin D. Crawford Title *: President

Signature :  Date of Certification: 5/8/2024

Email: ben.crawford@crawford-inc.com Phone Number: (916) 455-4225

Address: Crawford & Associates, Inc., 4701 Freeport Blvd., Sacramento, CA 95822

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

List services the consultant is providing under the proposed contract:

Professional Engineering Services

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

Note: Mark-Ups are Not Allowed

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Consultant: Monument ROW
 Project No. BRLS-5938 (259 & 260) Contract No. _____ Date May 14, 2024
 Project Name _____

DIRECT LABOR

Name	Classification	Fee Range	Hours	Actual Hr Rate	Total
ROW PIC			8	\$111.43	\$ 891.44
Senior Projecct Manager			16	\$85.00	\$ 1,360.00
Project Manager			25	\$75.00	\$ 1,875.00
Senior Agent			184	\$65.00	\$ 11,960.00
Agent			220	\$45.00	\$ 9,900.00
Professional Staff			180	\$38.00	\$ 6,840.00
Admin			80	\$32.00	\$ 2,560.00
XXX			0		\$ -
XXX			0		\$ -
TOTAL LABOR HOURS			713		

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 35,386.44
b) Anticipated Salary Increases	\$ 2,381.03
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 37,767.47

INDIRECT COSTS

d) Fringe Benefits (Rate:)	58.00%	c) Total Fringe Benefits [(c) x (d)]	\$ 21,905.13
f) Overhead (Rate:)	58.12%	g) Overhead [(c) x (f)]	\$ 21,950.45
h) General and Administrative (Rate:)		i) Gen & Admin [(c) x (h)]	\$ -
		j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$ 43,855.58

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10% **\$ 8,162.30**

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	640		\$ 0.66	\$ 419.20
Postage	15	ea	\$ 50.00	\$ 750.00
Title Reports	10	ea	\$ 1,200.00	\$ 12,000.00

i) TOTAL OTHER DIRECT COSTS \$ 13,169.20

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

Total

m) TOTAL SUBCONSULTANTS' COSTS \$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 13,169.20

TOTAL COST [(c) + (j) + (k) + (n)] \$ 102,954.55

**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)**

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

Direct Labor Subtotal per Cost Proposal	\$35,386.44	Total Hours per Cost Proposal	713	=	Avg Hourly Rate	\$49.63	5 Year Contract Duration Year 1 Avg Hourly Rate
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1. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$49.63	+	4.0%	=	\$51.62	Year 2 Avg Hourly Rate
Year 2	\$51.62	+	4.0%	=	\$53.68	Year 3 Avg Hourly Rate
Year 3	\$53.68	+	4.0%	=	\$55.83	Year 4 Avg Hourly Rate
Year 4	\$55.83	+	4.0%	=	\$58.06	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	5.0%	*	713	=	36	Estimated Hours Year 1
Year 2	35.0%	*	713	=	250	Estimated Hours Year 2
Year 3	50.0%	*	713	=	357	Estimated Hours Year 3
Year 4	10.0%	*	713	=	71	Estimated Hours Year 4
Year 5	0.0%	*	713	=	0	Estimated Hours Year 5
Total	100.000%		Total	=	713	

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	\$49.63	*	36	=	\$1,769.32	Estimated Hours Year 1
Year 2	\$51.62	*	250	=	\$12,880.66	Estimated Hours Year 2
Year 3	\$53.68	*	357	=	\$19,136.99	Estimated Hours Year 3
Year 4	\$55.83	*	71	=	\$3,980.49	Estimated Hours Year 4
Year 5	\$58.06	*	0	=	\$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	\$37,767.47	
			Direct Labor Subtotal before Escalation	=	\$35,386.44	
			Estimated total of Direct Labor Salary Increase	=	\$2,381.03	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 #
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
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:

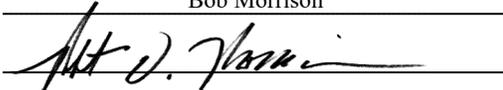
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

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,
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>Bob Morrison</u>	Title**:	<u>Vice President</u>
Signature:	<u></u>	Date of Certification (mm/dd/yyyy):	<u>5/14/2024</u>
Email**:	<u>bmorrison@monumentrow.com</u>	Phone Number:	<u>(916) 717-7069</u>
Address:	<u>8 Cobbleston Court, Laguna Niguel, CA 92677</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:

Right-of-Way Acquisition & Appraisal Services

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

R.E.Y ENGINEERS, INC.
Architect/Consultant/Engineer

FAIR STREET REHABILITATION PROJECT
Project Title

203-000-8800/50643-203-4140
Budget Account Number

EXHIBIT D

INSURANCE PROVISIONS

General Liability Insurance

Consultant/Contractor shall obtain commercial general liability insurance (occurrence policy form) from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of “B” or better or, in the alternative, an unlicensed U.S. domiciled company or companies with an “A” rating, which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, with a maximum policy deductible of \$5,000, or as approved by the City’s Human Resources and Risk Management Office.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specific minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured, whichever is greater.

The insurance coverage required herein shall be evidenced by a certificate of insurance with policy endorsements and shall be executed by an authorized official of the insurer(s). In addition to the limits of coverage described above, the certificate of insurance shall provide that the insurer shall provide to City at least 30 days prior notice of cancellation or material change in coverage, or 10 days prior notice of cancellation for non-payment.

Consultant/Contractor acknowledges and agrees that City of Chico, its officers, boards and commissions, and members thereof, its employees and agents, are covered as additional insureds with respect to any liability arising out of the activities of Consultant/Contractor as the named insured. Such additional insured status shall be evidenced by a policy endorsement executed by an authorized official of the insurer(s). A blanket endorsement which provides additional insured status to any person or organization with whom Consultant/Contractor, as named insured, has entered into a written contract, such as this Agreement, shall satisfy this

requirement.

The insurance coverage required herein shall be primary and non-contributory insurance with respect to the City of Chico, its officers, officials and employees. Any insurance or self-insurance maintained by the City of Chico, its officers, officials or employees shall be in excess of the insurance afforded to the named insured by the insurance coverage required herein and shall not contribute to any loss. Such primary insurance status shall be evidenced by a policy endorsement issued by an authorized official of the insurer(s), and shall be at least as broad as CG 20 01 04 13. In the alternative, a letter issued by an authorized official of the insurer(s) and copies of the pertinent page(s) of the policy shall satisfy this requirement.

The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City of Chico (if agreed to in a written contract or agreement) before City of Chico's self-insurance shall be called upon to protect it as a named insured.

All self-insured retentions (SIR) must be disclosed to the City's Human Resources and Risk Management Office for approval and shall not reduce the limits of liability. Policies containing any (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or City of Chico. City of Chico reserves the right to obtain a full certified copy of any Insurance policy or endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Automobile Liability Insurance

Consultant/Contractor shall obtain automobile liability insurance from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better which provides coverage for bodily injury, personal injury, and property damage liability in the amount of at least \$500,000 combined single limit for each occurrence. Evidence of such coverage shall be maintained by Consultant/Contractor and provided to City upon request.

Subconsultant/Subcontractor Insurance

Consultant/Contractor agrees to include with all subconsultants/subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the subconsultant/subcontractor's work. Subconsultant/Subcontractor agrees to be bound to Consultant/Contractor and City of Chico in the same manner and to the same extent as Consultant/Contractor is bound to City of Chico under the agreement. Subconsultant/Subcontractor further agrees to include the same requirements and provisions of this agreement, including the indemnity and Insurance requirements, with any Sub-subconsultant/Sub-subcontractor to the extent they apply to the scope of the Sub-subconsultant/Sub-subcontractor's work.

A copy of the City of Chico Insurance Provisions will be furnished to the subconsultant/subcontractor upon request. Evidence of such coverage shall be maintained by

Consultant/Contractor and provided to City upon request.

Workers' Compensation Insurance

Consultant/Contractor shall, at Consultant/Contractor's expense, purchase and maintain in full force and effect workers' compensation insurance as required by Federal and State of California law. Consultant/Contractor shall also require all of Consultant's subconsultants/subcontractors to maintain this insurance coverage. Proof of workers' compensation insurance or other documentation acceptable to City evidencing such insurance coverage shall be provided by Consultant/Contractor or Consultant/Contractor's subconsultants/subcontractors to City upon request.

Subrogation

Consultant/Contractor shall agree to waive all rights of subrogation against City for losses arising from Services performed by the Consultant/Contractor or Consultant/Contractor's subconsultants/subcontractors for City under this Agreement.

Indemnity

Consultant/Contractor/Subconsultant/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

Professional Liability Insurance

Consultant/Contractor shall obtain professional liability (errors and omissions) insurance, with a minimum \$1,000,000 limit, from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better providing coverage for services rendered to City under this Agreement.

Said insurance coverage shall be evidenced by a certificate of insurance which shall be executed by an authorized official of the insurer(s). In addition to the limits of coverage described above, the certificate of insurance shall provide that the insurer shall provide to City at least 30 days prior notice of cancellation or material change in coverage, or 10 days prior notice of cancellation for non-payment.

For All Required Insurance

In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled, at any time and no replacement coverage is provided, the City has the right to, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by the City shall be charged to and promptly paid by Consultant or deducted from sums due the City, at the City's option.

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

R.E.Y ENGINEERS, INC.
Architect/Consultant/Engineer

FAIR STREET REHABILITATION PROJECT
Project Title

203-000-8800/50643-203-4140
Budget Account Number

EXHIBIT E

CONFLICT OF INTEREST PROVISIONS

None.

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

R.E.Y ENGINEERS, INC.
Architect/Consultant/Engineer

FAIR STREET REHABILITATION PROJECT
Project Title

203-000-8800/50643-203-4140
Budget Account Number

EXHIBIT F

SPECIAL PROVISIONS

The contract language herein includes provisions (modified and verbatim) from LAPM Exhibit 10-R “A&E Sample Contract Language.” In the event of any conflict between these Special Provisions and the provisions contained within Sections 1 through 19 of the City’s Standard Contract, these Special Provisions shall prevail.

ARTICLE-I INTRODUCTION

- A. Refer to Standard Contract SECTION 1- DESCRIPTION OF PROJECT for Introduction.

ARTICLE-II CONSULTANT’S REPORTS OR MEETINGS

(Choose either Option 1 or Option 2)

(Option 1 - Use paragraphs A & B below for standard AGREEMENTs)

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY’s Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT’s Project Manager shall meet with LOCAL AGENCY’s Contract Administrator, as needed, to discuss progress on the AGREEMENT.

(Option 2 - Use paragraphs A & B below for on-call AGREEMENTs)

- A. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for LOCAL AGENCY’s Contract Administrator or Project Coordinator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim

findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

ARTICLE-III STATEMENT OF WORK

- A. Refer to Standard Contract SECTION 2- SCOPE OF PROFESSIONAL SERVICES for Statement of Work.

(MANDATORY FISCAL AND FEDERAL PROVISIONS)

ARTICLE-IV PERFORMANCE PERIOD

- A. Refer to Standard Contract SECTION 2-SCOPE OF PROFESSIONAL SERVICES – BASIC, COMPLETION SCHEDULE for Performance Period.
- B. This AGREEMENT shall go into effect on (DATE), contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on (DATE), unless extended by AGREEMENT amendment.
- C. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

[Use paragraph D below in addition to paragraphs A, B & C above for on-call AGREEMENTS. On-call AGREEMENTS shall be 5 years maximum.]

- D. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

ARTICLE-V ALLOWABLE COSTS AND PAYMENTS

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate.

- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this AGREEMENT is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order, less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal. CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.
- F. Reimbursement for transportation and subsistence costs shall not exceed State rates.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.
- J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.
- K. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Separate

invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due LOCAL AGENCY that includes any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(CITY OF CHICO/PUBLIC WORKS ENGINEERING DEPARTMENT)

(ADDRESS: P.O. BOX 3420, CHICO, CA 95927)

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.
- M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.
- N. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.
- P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this AGREEMENT shall not exceed \$ (Amount). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

ARTICLE-VI TERMINATION

- A. Refer to Standard Contract Section 22-Term, Termination for Termination.

ARTICLE-VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the cost allowability of individual items.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE-VIII RETENTION OF RECORDS/AUDIT

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

ARTICLE-IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by the LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including Cost Proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, Cost Proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 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,

LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, Cost Proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

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

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

Accepted rates will be as follows:

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

- c. If the proposed rate is greater than two hundred percent (200%) – the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOI 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 the paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under the AGREEMENT.
4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CAP audited ICR; (2) all work under the AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE-X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that, which is expressly identified in the CONSULTANT's approved Cost Proposal.

- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to CONSULTANT by the LOCAL AGENCY.
- E. Any substitution of subconsultant(s) must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.
- F. Prompt Progress Payment
CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, or 2 percent of the amount due per month for every month that payment is not made.
In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.
- G. Prompt Payment of Withheld Funds to Subconsultants
The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.
Method 1: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall be subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant

performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

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

ARTICLE-XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing, by the LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by the LOCAL AGENCY'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 with funds provided under the terms of this AGREEMENT is subject to the following:
 - 1. CONSULTANT shall maintain an inventory of all nonexpendable property.
Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY 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 LOCAL AGENCY 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 LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.
 - 2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE-XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
 1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

- b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
 - 3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
 - 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
 - 5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 - 6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.
- F. Penalty
 - 1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in

violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
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 CONSULTANT of the project is not liable for the penalties described above unless the CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the CONSULTANT fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

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

H. Employment of Apprentices

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

ARTICLE-XIII CONFLICT OF INTEREST

- A. Refer to Standard Contract EXHIBIT E for Conflict of Interest.

**ARTICLE-XIV REBATES, KICKBACKS 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 LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

**ARTICLE-XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR
 FEDERAL FUNDS FOR LOBBYING**

- A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
 - 1. No State, Federal or LOCAL AGENCY appropriated funds have been paid or will be paid, by-or-on behalf of CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, state or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
 - 2. If any funds other than Federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000) and that all such sub recipients shall certify and disclose accordingly.

**ARTICLE-XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF
COMPLIANCE**

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code §12990 and 2 CCR §8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representative of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age,

- disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally assisted programs of the U.S. Department of Transportation (49 CFR 21 – Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
 - I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE-XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within in the past three (3) years;
 - 3. Does not have a proposed debarment pending; and
 - 4. Has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government Excluded Parties List System (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by the Federal Highway Administration.

**ARTICLE-XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE)
PARTICIPATION**

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

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE using the California United Certification Program (CUCP) database and processes the most specific available North American Industry Classification System (NAICS) codes or work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the varification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

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

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

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

- B. The goal for DBE participation for this AGREEMENT is %. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Exhibit 10-O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE

subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient, or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

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

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

E. Termination and Replacement of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-O2: Consultant Contract DBE Commitment form.

Termination of DBE Subconsultants

After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the LOCAL AGENCY:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.

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

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

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

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE termination request withing five (5) business days.

Replacement of DBE Subconsultants

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

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

1. Submit a request to replace a DBE with other forces or material sources in writing to the LOCAL AGENCY which must include:
 - a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
 - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - Description of scope of work and cost proposal
 - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - Revised Exhibit 10-O2: Consultant Contract DBE Commitment
2. If CONSULTANT has not identified a DBE replacement firm, submits documentation of CONSULTANT's GFEs to use DBE replacement firms within seven (7) days of LOCAL AGENCY's authorization to terminate the DBE. CONSULTANT may request the LOCAL AGENCY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
 - Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment
 - Solicitations of DBEs for performance of work identified
 - Correspondence with interested DBEs that may have included contract details and requirements
 - Negotiation efforts with DBEs that reflect why an agreement was not reached
 - If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
 - Copies of each DBE's and non-DBE's price quotes for work identified, as the LOCAL AGENCY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
 - Additional documentation that supports CONSULTANT's GFE

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days.

F. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

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

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

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

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

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

G. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

CONSULTANT must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project. CONSULTANT must provide written notification to the LOCAL AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place. Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

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

CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONSULTANT must submit to the LOCAL AGENCY these quarterly evaluations and validations by the 5th of the month for the previous three months of work. CONSULTANT must notify the LOCAL AGENCY immediately if they believe the DBE may not be performing a CUF.

The LOCAL AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional LOCAL AGENCY evaluations. The LOCAL AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The LOCAL AGENCY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, the LOCAL AGENCY must share the evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If the LOCAL AGENCY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work. CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of LOCAL AGENCY's request such as:

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

- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONSULTANT and/or the LOCAL AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONSULTANT must immediately suspend performance of the noncompliant portion of the work. LOCAL AGENCY may deny payment for the noncompliant portion of the work. LOCAL AGENCY will ask the CONSULTANT to submit a corrective action plan (CAP) to the LOCAL AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. LOCAL AGENCY has five (5) days to review the CAP in conjunction with the CONSULTANT's review. The CONSULTANT must implement the CAP within five (5) days of the LOCAL AGENCY's approval. The LOCAL AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work. If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.

- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANTS shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify the CONSULTANT in writing with the

date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.

- L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to: business.support.unit@dot.ca.gov with a copy to local administering agencies.

For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract. If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

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

ARTICLE-XIX INSURANCE

- A. Refer to Standard Contract SECTION 8-INSURANCE for Insurance.

ARTICLE-XX 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 LOCAL AGENCY 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 LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE-XXI CHANGE IN TERMS

- A. Refer to Standard Contract SECTION 15-AMENDMENTS for Change in Terms.

ARTICLE-XXII 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, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE-XXIII DISPUTES

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

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and Department Head or Official, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE-XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, 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.

ARTICLE-XXV 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 LOCAL AGENCY Safety Officer and other LOCAL AGENCY 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 Section 591 of the Vehicle Code, LOCAL AGENCY 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.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE-XXVI OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 – Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copywriting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have

the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE-XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY'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 LOCAL AGENCY'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 LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. 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 LOCAL AGENCY'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.

ARTICLE-XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY's written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

[For PS&E contracts add paragraph F, below, to paragraphs A through E, above]

- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation, experts' fees and disbursements.

ARTICLE-XXIX 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.

ARTICLE-XXX EVALUATION OF CONSULTANT

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

ARTICLE-XXXI PROMPT PAYMENT

A. PROMPT PAYMENT FROM LOCAL AGENCY TO CONSULTANT

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

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

B. PROMPT PAYMENT CERTIFICATION

For projects awarded on or after September 1, 2023: the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report “no payments were made to subs this month” and write this visibly and legibly on Exhibit 9-P.

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

ARTICLE-XXXII TITLE VI ASSURANCES

APPENDICES A – E of the TITLE VI ASSURANCES

APPENDIX A

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

- a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during

the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONSULTANT'S noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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

pursuant to the provisions of Assurance 4:

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

(HABENDUM CLAUSE)

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

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

APPENDIX C

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

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

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases

add “as a covenant running with the land”] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

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

APPENDIX D

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

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

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and

- repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex; • Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
 - The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

ARTICLE-XXXIII NOTIFICATION

- A. Refer to Standard Contract SECTION 18-NOTICE for Notification

ARTICLE-XXXIV CONTRACT

- A. Refer to the last page of the Standard Contract for Contract.

ARTICLE-XXXV SIGNATURES

- A. Refer to the last page of the Standard Contract for Signatures

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

R.E.Y ENGINEERS, INC.
Architect/Consultant/Engineer

FAIR STREET REHABILITATION PROJECT
Project Title

203-000-8800/50643-203-4140
Budget Account Number

EXHIBIT G

ADDITIONAL FEDERAL PROVISIONS

A-2. Regulatory Compliance Requirements for Task Orders that include projects funded through HUD, HCD, or the CDBG-DR Program.

All City contracting shall comply with 2 CFR, Part 200 and legislation for the regulation of labor, safety and environmental protection, emergency preparedness and advisories, and any other codified criteria including but not limited to the following as relevant to this Agreement:

1. Compliance with State and Federal Laws and Regulations

The Contractors shall comply with all local, state, and federal laws, statutes, and regulations, as well as policies and procedures established by the Department for the administration of the DR-Infrastructure programs, as the same may be amended from time to time.

2. CDBG-DR Requirements

Consultant shall be in compliance with CDBG-DR requirements, the 2018 DR-Infrastructure Policies and Procedures.

3. Environmental Compliance

- A. The Consultant shall comply with the California Environmental Quality Act (CEQA) requirements as applicable.
- B. The Consultant agrees to comply with the Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well

as other requirements, specified in said Section 114 and Section 308, and all applicable standards, orders, regulations and guidelines issued thereunder. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- C. The Consultant shall comply with the requirements of the Clean Air Act, 42 U.S.C. 1857, *et seq.*, as amended, and all applicable standards, orders and regulations. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- D. The Consultant shall comply with EPA regulation pursuant to 40 CFR Part 50, as amended.
- E. The Consultant shall comply with HUD regulation pursuant to 24 CFR Part 58.
- F. The Consultant shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001). The Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, that flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- G. The Consultant shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. The Consultant shall also comply with Executive Order 11593 on the protection and enhancement of the cultural environment. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.
- H. The Consultant and the City agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q), the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387), the Environmental Protection Agency (EPA) regulation pursuant to 40 CFR Part 50 as amended, the HUD regulation pursuant to 24 CFR Part 58, the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the National Historic Preservation Act of 1966

as amended 16 U.S.C. 470, the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and the procedures set forth in 36 CFR Part 800 (Advisory Council on Historic Preservation Procedures for Protection of Historic Properties. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

4. Copeland “Anti-Kickback” Act

The Copeland “Anti-Kickback” Act (40 U.S.C. 3145) provides that the City and the Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The City must report all suspected or reported violations to the Federal awarding agency.

- (1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
- (2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as may be appropriate; 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 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.

5. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the City or the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the City or the Contractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

6. Clean Air Act and the Federal Water Pollution Control Act

The Contractor and the City agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the

Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Clean Air Act

- (1) The 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.
- (2) The Contractor agrees to report each violation to the City of Paradise and understands and agrees that the City of Paradise will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The 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.
- (2) The Contractor agrees to report each violation to the City of Paradise and understands and agrees that the City of Paradise will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

7. Energy Efficiency

Contractor will comply with all standards and policies relating to energy efficacy which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

8. Suspension and Debarment

The City does not employ vendors or contractors or award contracts to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders

12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspensions”. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order.

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at
- (2) 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).
- (3) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (4) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (5) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 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.

See Attachment C.8 – Certification Regarding Department, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

9. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended)

Consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must 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 non-Federal award. See the certification in Attachment C-7.

10. Procurement of Recovered Materials

In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Consultant shall procure 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. The Consultant shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Consultant determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

Pursuant to 30 CFR 247.2, this clause shall apply to items purchased under this Agreement where: (1) Consultant purchases in excess of \$10,000 of the item under this contract; (2) during the preceding Federal fiscal year, the Consultant: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

11. Equal Opportunity Requirements and Responsibilities

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1065 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The obligations undertaken by Subrecipient include, but are not limited to, the obligation to comply with all federal laws and regulations described in Subpart K of 24 CFR Part 570 and specifically with each of the following, among other things, as the same may be amended from time to time. The consultant, performing work under this contract, shall follow these laws and regulations:

- A. **Title VI of the Civil Rights Act of 1964**: This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination based on race, color, and/or national origin under any program or activity receiving federal financial assistance.

- B. **Title VII of the Civil Rights Act of 1968 (The Fair Housing Act):** This act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also requires actions which affirmatively promote fair housing.
- C. **Restoration Act of 1987:** This act restores the broad scope of coverage and clarifies the application of the Civil Rights Act of 1964. It also specifies that an institution which receives federal financial assistance is prohibited from discriminating on the basis of race, color, national origin, religion, sex, disability or age in a program or activity which does not directly benefit from such assistance.
- D. **Section 109 of Title 1 of the Housing and Community Development Act of 1974 [42 U.S.C. 5309]:** This section of Title 1 provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.
- E. **The Fair Housing Amendment Act of 1988:** This act amended the original Fair Housing Act to provide for the protection of families with children and people with disabilities, strengthen punishment for acts of housing discrimination, expand the Justice Department jurisdiction to bring suit on behalf of victims in federal district courts, and create an exemption to the provisions barring discrimination on the basis of familial status for those housing developments that qualify as housing for persons age 55 or older.
- F. **The Age Discrimination Act of 1975:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving federal funding assistance. Effective January 1987, the age cap of 70 was deleted from the laws. Federal law preempts any State law currently in effect on the same topic.
- G. **Section 504 of the Rehabilitation Act of 1973:** It is unlawful to discriminate based on disability in federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance. Section 504 also contains design and construction accessibility provisions for multi-family dwellings developed or substantially rehabilitated for first occupancy on or after March 13, 1991.
- H. **The Americans with Disabilities Act of 1990 (ADA):** This act modifies

and expands the Rehabilitation Act of 1973 to prohibit discrimination against “a qualified individual with a disability” in employment and public accommodations. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodation, be afforded equal employment opportunity in all phases of employment.

- I. **Executive Order 11063**: This executive order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in housing and related facilities provided with federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.
- J. **Executive Order 12259**: This executive order provides that the administration of all federal programs and activities relating to housing and urban development be carried out in a manner to further housing opportunities throughout the United States.
- K. **The Equal Employment Opportunity Act**: This act empowers the Equal Employment Opportunity Commission (EEOC) to bring civil action in federal court against private sector employers after the EEOC has investigated the charge, found “probable cause” of discrimination, and failed to obtain a conciliation agreement acceptable to the EEOC. It also brings federal, state, and local governments under the Civil Rights Act of 1964.
- L. **The Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978**: This manual applies to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal and referral. It is designed to assist employers, labor organizations, employment agencies, licensing and certification boards in complying with the requirements of federal laws prohibiting discriminatory employment.
- M. **The Vietnam Era Veterans’ Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002)**: This act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.
- N. **Executive Order 11246**: This executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race.

12. Minority Business Enterprises and Women's Business Enterprises

The Consultant must make affirmative steps to assure that minority business enterprises and women's business enterprises are used when possible. The affirmative steps must include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

13. Relocation, Displacement, and Acquisition

The Contractor shall comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and regulations adopted to implement the Act in 24 CFR Part 42, 49 CFR Part 24, and Section 104(d) of the Housing and Community Development Act of 1974 as they are applicable.

14. Consultant Agreements:

- A. Consultant shall:
 1. Perform the Approved Project activities in accordance with federal, state, and local regulations, as are applicable.
 2. Provide security to assure completion of the Approved Project(s) by furnishing the borrower and construction lenders with proof of sufficient insurance and performance and payment bonds, or other security approved in advance in writing by the Department, as determined by the particulars of each individual Project will be required.
 3. Compliance with all State and federal requirements described in this Agreement including without limitation those that pertain to labor standards, nondiscrimination, Americans with Disabilities Act, Equal Employment Opportunity and Drug Free Workplace, and prevailing wages. In addition to these requirements, all contractors and subcontractors shall comply with the applicable provisions of the California Labor Code.
 4. Maintenance of at least the minimum State required Workers' Compensation Insurance for those employees who will perform the

Approved Project activities.

5. Maintenance, as required by law, of unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the Approved Project activities.
6. Compliance with the applicable Equal Opportunity Requirements described in Exhibit G, Section 12 of this Agreement.

B. Consultants and Subconsultants shall follow the Drug-Free Workplace Act of 1988, which include the items below:

1. Publish and give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace and specifying the actions that will be taken against employees who violate the policy.
2. Establish a drug-free awareness program to make employees aware of a) the dangers of drug abuse in the workplace; b) the policy of maintaining a drug-free workplace; c) any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon employees for drug abuse violations.
3. Notify employees that as a condition of employment on a federal contract or grant, the employee must a) abide by the terms of the policy statement; and b) notify the employer, within 5 calendar days, if he or she is convicted of a criminal drug violation in the workplace.
4. Notify the contracting or granting agency within 10 days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.
5. Impose a penalty on or require satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug conviction.
6. Make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the act.

15. State Contract Manual Requirements (Section 3.11, Federally Funded Contracts Rev. 3/03)

- A. This contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
- B. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
- C. The City has the option to invalidate the contract under the 30-day

cancellation clause or to amend the contract to reflect any reduction in funds.

16. Energy Policy and Conservation Act

This Agreement is subject to mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the federal Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

17. Construction Standards

This Agreement is subject to the construction standards listed below:

- A. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157)
The Architectural Barriers Act (ABA) stands as the first measure by Congress to ensure access to the built environment for people with disabilities. The law requires that buildings or facilities that were designed, built, or altered with federal dollars or leased by federal agencies after August 12, 1968, be accessible.

- B. California Green Buildings Standards Code (CALGreen) (Title 24, Part 11 of the California Code of Regulations)
All new construction of residential buildings or reconstruction of substantially damaged buildings must incorporate California Green Buildings Standards Code (CALGreen).

- C. Sustainability Requirements
All rehabilitation, reconstruction, and new construction must be designed to incorporate principles of sustainability, including water and energy efficiency, resilience, and mitigating the impact of future disasters. Wherever feasible, the Subrecipient, Subrecipient's and Contractors must follow best practices, such as those provided by the U.S. Department of Energy.

- D. National Floodplain Elevation Standards
Subrecipients and Contractors must comply with the national floodplain elevation standards for new construction, repair of substantially damaged structures, or substantial improvements to public facilities in flood hazard areas. All structures designed for public facilities use within a special flood hazard area (SFHA), or one percent annual chance, floodplain will be elevated with the lowest floor at least two feet above the base flood elevation level and comply with the requirements of 83 FR

5850 and 83 FR 5861.

E. Wildland-Urban Interface Building Codes (WUI Codes)

All Approved Projects under this program that are located in a CAL FIRE high fire zone must comply with applicable WUI codes, found in Title 24, Chapter 7a of the California Building Code, which offer specific material, design and construction standards to maximize ignition resistance.

18. Federal Labor Standards Provisions

The Consultant shall at all times comply and cause all Project contractors to comply, with applicable federal labor standards, including without limitation, the following:

Davis-Bacon Act (40 U.S.C. §§ 31413148), which requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Federal Department of Labor and are issued in the form of federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.

"Anti-Kickback Act of 1986" (41 U.S.C. §§ 51-58), which prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value, or compensation of any kind. The act also provides that the inclusion of kickback amounts in contract prices is prohibited conduct in itself. This act requires that the purpose of the kickback was for improperly obtaining or rewarding favorable treatment. It is intended to embrace the full range of government contracting.

The City and the Consultant shall be prohibited from attempting as well as completing "kickbacks", which include any compensation of any kind. The inclusion of kickback amounts in contract prices is prohibited conduct in itself.

Contract Work Hours and Safety Standards Act - CWHSSA (40 U.S.C. § 3702), which requires that workers receive "overtime" compensation at a rate of one and one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.

Title 29, Code of Federal Regulations CFR, Subtitle A, Parts 1, 3 and 5, which are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis- Bacon Act, as amended.

The Consultant shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request. Consultant shall be responsible for monitoring all subcontractors, as applicable, for compliance with these provisions.

19. State Prevailing Wages

- A. The Subrecipient shall ensure that the requirements of California Labor Code (LC), Chapter 1, commencing with Section 1720, Part 7 [LC Section 1720-1743] pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations are met.

- B. For the purposes of this requirement "construction work" includes, but is not limited to rehabilitation, alteration, demolition, installation, or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "Construction Contract"). Where the Construction Contract will be between the Subrecipient and a licensed building contractor, the Subrecipient shall serve as the "awarding body" as that term is defined in the LC. Where the Subrecipient will provide funds to a third party that will enter into the Construction Contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, HCD may require a certification from the awarding body that prevailing wages have been or will be paid.

- C. The applicable wage rate determination on construction work will be the more restrictive of the rate prescribed in LC Section 1770-1784 or the Davis-Bacon Wage Determination.

20. Agreements with Contractors

- A. An agreement between the City and any Contractor or other party shall require:
 - 1. Compliance with all State and federal requirements described in this Agreement including without limitation those that pertain to labor standards, nondiscrimination, Americans with Disabilities Act, Equal Employment Opportunity and Drug Free Workplace, and prevailing wages. In addition to these requirements, all contractors and subcontractors shall comply with applicable provisions of the California Labor Code.
 - 1. Maintenance of at least the minimum State required Workers' Compensation Insurance for those employees who will perform the Approved Project activities.
 - 2. Maintenance, as required by law, of unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the Approved Project activities.
 - 3. Compliance with the applicable Equal Opportunity Requirements

described in Exhibit D, Section 10 of this Agreement.

B. Contractors shall:

1. The Approved Project activities in accordance with federal, state, and local regulations, as are applicable.
2. Provide security to assure completion of the Approved Project(s) by furnishing the borrower and construction lenders with proof of sufficient insurance and performance and payment bonds, or other security approved in advance in writing by HCD, as determined by the particulars of each individual Project will be required.

C. Contractors and Subcontractors: Drug-Free Workplace Act of 1988

1. Publish and give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace and specifying the actions that will be taken against employees who violate the policy.
2. Establish a drug-free awareness program to make employees aware of a) the dangers of drug abuse in the workplace; b) the policy of maintaining a drug-free workplace; c) any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon employees for drug abuse violations.
3. Notify employees that as a condition of employment on a federal contract or grant, the employee must a) abide by the terms of the policy statement; and b) notify the employer, within 5 calendar days, if he or she is convicted of a criminal drug violation in the workplace.
4. Notify the contracting or granting agency within 10 days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.
5. Impose a penalty on or require satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug conviction.
6. Make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the act.

21. Special Conditions Pertaining to Hazards, Safety Standards and Accident Prevention

- A. Use of Explosives: When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and federal laws in purchasing and handling explosives and comply with all

insurance requirements. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced, and the material shall be covered with suitable timber, steel, or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

- B. Danger Signals and Safety Devices: The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. The Contractor shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public.

- C. Protection of Lives and Health: The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the worksite, which occur as a result of prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971, Title 29 - LABOR, shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as reasonably necessary.



CITY OF CHICO
P.O. BOX 3420, CHICO, CA 95927-3420

PURCHASE ORDER / PAYMENT AUTHORIZAION / CLAIM

NO. 143143

1. DATE: 07/09/2024
2. DESCRIPTION: PSA
3. PREPARING DEPT: BO/RM/vm

4. QUOTE/BID REFERENCE: (Complete if applicable)
5. BUDGETED: (Attach Budget to Actual Report)
6. FOR CONTRACTOR'S RETENTION ONLY:

7. Annual Master, Encumber, Payment Authorization, Confirming
7a. ENCUMBER FUND(S) AND ACCOUNT(S): 203-000-8800/50643-203-4140 AMOUNT: \$1,210,809.27
FINANCE APPROVALS: Encumbered

8. DELIVER TO: (Point of Delivery Destination) BILL TO:
9. VENDOR/CLAIMANT: (Name and Address)

10. ORDER / CLAIM (Subject to conditions in Section 12)

Table with 4 columns: FUND(S) AND ACCT(S) CHARGED, QTY ORDERED, DESCRIPTION, PRICE PER UNIT, TOTAL PRICE. Includes subtotal and total of \$1,210,809.27.

11. APPROVALS
A. CLAIMANT (Authorized Signature)
B. DEPT. HEAD (Authorized Signature)
C. CITY MANAGER (Authorized Signature)

12. NOTICE TO VENDOR
ACCEPTANCE OF THIS ORDER/CLAIM BY VENDOR/CLAIMANT NAMED HEREIN CONSTITUTES VENDOR'S/CLAIMANT'S AGREEMENT TO AND ACCEPTANCE OF THE FOLLOWING LISTED CONDITIONS:

PSA -R.E.Y. Engineers - 50643

Final Audit Report

2024-07-09

Created:	2024-06-25
By:	Robyn Ryan (robyn.ryan@chicoca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAaAwEcjUWRP9YT9y5KYtuWAOk-6VErQNaor

"PSA -R.E.Y. Engineers - 50643" History

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-  Document emailed to jlam@agclawfirm.com for signature
2024-06-25 - 10:58:23 PM GMT
-  Email viewed by jlam@agclawfirm.com
2024-06-27 - 3:10:39 PM GMT
-  Signer jlam@agclawfirm.com entered name at signing as John W. Lam
2024-06-27 - 3:11:27 PM GMT
-  Document e-signed by John W. Lam (jlam@agclawfirm.com)
Signature Date: 2024-06-27 - 3:11:29 PM GMT - Time Source: server
-  Document emailed to Brendan Ottoboni (brendan.ottoboni@chicoca.gov) for signature
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-  Document signing delegated to Frank Visker (fvisker@reyengineers.com) by Garrett McLaughlin (gmclaughlin@reyengineers.com)
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 Agreement completed.
2024-07-09 - 5:28:57 PM GMT