RESOLUTION - ACTION REQUESTED 2017-80

MEETING: February 21, 2017

TO: The Board of Supervisors

FROM: Tony Stobbe, Public Works Director

RE: 1St Amendment to Professional Services Agreement CH2MHILL - Darrah Bridge

RECOMMENDATION AND JUSTIFICATION:
Approve First Amendment to Professional Services Agreement with CH2MHILL to provide for Additional Compensation in the amount of $77,000.00 for Professional Engineering Design Services, Right-Of-Way Acquisition and Environmental Engineering for the Darrah Road Bridge Replacement Project, Authorize a Contract Extension Until December 31, 2017, and incorporate Fiscal and Federal Provisions Required for Federal Aid Projects; and Authorize the Board of Supervisors Chair to Sign the Amendment.

This Amendment is necessary in order to incorporate newly required Federal Project Contracting Documents and to increase the scope and compensation by $87,500 to include funding for Right-of-Way acquisition services, additional Environmental and Design services and provide for an extension of time until December 31, 2017 which will allow sufficient time to fully construct and manage project close out activities. Approval of this Amendment will bring the total contract cost to $378,798.36.

This project is funded and administered by the Federal Highway Administration (FHWA) as part of the Federal Highway Bridge Program, Federal Transportation Bill, MAP-21. Caltrans manages this program within the State of California.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On September 9, 2014 the Board of Supervisors approved Resolution 2014-467 which was the basis for the original contract between the County and CH2MHILL to provide professional Engineering Services for this Project.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Design, Right-of-Way acquisition and Environmental Engineering services cannot be completed without this Amendment and progress on the project would stop.

ATTACHMENTS:
CH2MHILL 1st amendment (PDF)
RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Kevin Cann, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Menetrey, Smallcombe, Jones, Long, Cann
FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT is made and entered into this 7th day of February 2017, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as “County” and CH2MHILL, INC. hereinafter referred to as “Contractor”.

WHEREAS, the County and Contractor have heretofore entered into a Professional Services Agreement dated September 9, 2014, wherein Consultant agreed to provide Engineering Consulting Services for the replacement/rehabilitation of Darrah Road Bridge Project (40C0033); and

WHEREAS, County and Contractor desire to amend said Professional Services Agreement to extend the term of the agreement to December 31, 2017; and

WHEREAS, County and Contractor desire to amend said Agreement by increasing compensation in the amount of Eighty Seven Thousand Five Hundred Dollars ($87,500.), for a total compensation of Three Hundred Seventy Eight Thousand Seven Hundred Ninety Eight and 36/100 Dollars ($378,798.36); and

WHEREAS, County and Contractor desire to amend said Agreement to incorporate the mandatory Fiscal and Federal provisions required for Federal-aid projects.

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 1.01 “Agreement Term” is hereby amended to extend the term of Agreement to December 31, 2017.

2. Paragraph 4.01 “Compensation” is hereby amended to increase compensation in the amount of Eighty Seven Thousand Five Hundred Dollars ($87,500.) as summarized in Exhibit “B” attached hereto for a total compensation of Three Hundred Seventy Eight Thousand Seven Hundred Ninety Eight and 36/100 Dollars ($378,798.36).

3. Paragraph 8.05, “Conformance to Applicable Law” is hereby amended to include the Addendum to Professional Services Agreement for Federally Funded Project attached hereto as Exhibit “C”

4. Except as herein amended, the Professional Services Agreement dated September 9, 2014, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.
COUNTY OF MARIPOSA:  
Board of Supervisors  

Marshall Long, Chair  
2/23/17  

CONTRACTOR:  
CH2MILL, INC.  

Leslie Bonneau  
2/2/2017  
(Signature)  

APPROVED AS TO FORM:  

Steven W. Dahlem  
County Counsel  
2-21-17  

ATTEST:  

Rene LaRoche  
Clerk of the Board  
2-23-2017  
(date)  
(date)
EXHIBIT “B”

Darrah Road Bridge (40C-0033) Federal Project Number BRLO 5940(004)
ROW Authorization Prior to NEPA Approval ... Cost Change Request (Additional)

Details of the additional PE and ROW funds requested in the LAPM Exhibit 6-D are as given below:

PE Phase

The additional amount required to capture the work associated with the upgrading of the Environmental / Preliminary Engineering Tasks (CH2M)

......... $ 46,000.00

ROW Phase

The additional request is based on the following items:

1. Cost of land (0.15 acre acquisition needed at $20k/acre plus 1 TCE = $5,000, increased to $ 8,000 to be conservative). - $ 8,000.00
2. Cost estimate from Bender Rosenthal for ROW acquisition work (CH2M) - $ 36,750.00 ........ $ 36,750.00
3. CH2M cost to coordinate ROW acquisition - $ 4,750.00 ........ $ 4,750.00
4. County cost to administer ROW phase (this is an estimated amount, approx. 15% of the ROW budget). - $ 6,500.00
5. No utility cost assumed (for relocating the fiber optic line).

$ 56,000.00

ROW Funding Authorised: Prior = $ 25,000
FFY 16/17 = $ 31,000
$ 56,000

Additional Compensation to CH2M = $ 87,500.00

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2014/15-2019/20 Highway Bridge Program

This report includes projects that may be programmed under the Local Bridge lump sum grouping in the FSTIP. This list identifies projects that are in the Non-MPO regions of the State.

District: 10  County: Mariposa

Responsible Agency  HBP-ID  Project Description
Mariposa County  572  BRIDGE NO. 40C0033, DARRAH ROAD OVER WEST FK CHOWCHILLA RIVER, 0.7 MI N OF SR 49. Replace 2-lane bridge with a standard 2-lane bridge; Realign Approach Roadway.

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Caltrans, Division of Local Assistance  10/26/2016, 10:27 AM  Det2 FL4 SmiTxt brf
EXHIBIT “C”

MARIPOSA COUNTY
Addendum to Professional Services Agreement for
Federally Funded Projects (below $1,000,000)

Consultant: CH2MHILL
Project: Darrah Rd. Bridge 40C0033

In addition to, and notwithstanding, the requirements set forth in the Professional Services Agreement, CONSULTANT agrees to the following:

1. CONFIDENTIALITY OF DATA

   A. All financial, statistical, personal, technical, or other data and information relative to the COUNTY’s operations, which are designated confidential by the COUNTY and made available to the CONSULTANT in order to carry out this agreement, shall be protected by the CONSULTANT from unauthorized use and disclosure.

   B. Permission to disclose information on one occasion, or public hearing held by the COUNTY relating to this agreement, shall not authorize the CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

   C. The CONSULTANT shall not comment publicly to the press or any other media regarding this agreement or the COUNTY’s actions on the same, except to the COUNTY’s staff, CONSULTANT’s own personnel involved in the performance of this agreement, at public hearings or in response to questions from a Legislative committee.

   D. The 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 the COUNTY, and receipt of the COUNTY’s written permission.

   E. Any subcontract entered into as a result of this agreement shall contain all of the provisions of this Article.

2. PERFORMANCE PERIOD

   A. This agreement shall go into effect on ____________ contingent upon approval by the COUNTY, and the CONSULTANT shall commence work after notification to proceed by the COUNTY. The agreement shall end on ____________ unless extended by agreement amendment.

   B. The CONSULTANT is advised that any recommendation for agreement award is not binding on the COUNTY until the agreement is fully executed and approved by the COUNTY.
3. CONFLICT OF INTEREST

A. The CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this agreement, or any ensuing COUNTY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this agreement, or any ensuing COUNTY construction project, which will follow.

B. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.

C. Any subcontract in excess of $25,000 entered into as a result of this agreement, shall contain all of the provisions of this Article.

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

E. Except for sub-consultants whose services are limited to providing surveying or materials testing information, no sub-consultant who has provided design services in connection with this agreement shall be eligible to bid on any construction agreement, or on any agreement to provide construction inspection for any construction project resulting from this agreement.

4. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowable cost of individual items.

B. The CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to the COUNTY.

D. All subcontracts in excess of $25,000 shall contain the above provisions.
5. ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONSULTANT for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.

B. The specified rate to be paid for vehicle expense for CONSULTANT’s field personnel shall be as per the approved Cost Proposal.

C. The method of payment for this agreement, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. The COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by agreement amendment. In no event will CONSULTANT be reimbursed for overhead costs at a rate that exceeds the COUNTY approved overhead rate set forth in the approved Cost Proposal. In the event the COUNTY determines that changed work from that specified in the approved Cost Proposal and agreement is required, the actual costs reimbursable by the COUNTY may be adjusted by agreement amendment to accommodate the changed work.

D. All subcontracts in excess of $25,000 shall contain the above provisions.

E. Use attached LAPM Exhibit 10-H for Cost Proposal Format.

6. 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 has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she/it or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the COUNTY.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
7. EQUIPMENT PURCHASE

A. Prior authorization, in writing, by the COUNTY shall be required before the CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding $5,000 for supplies, equipment, or CONSULTANT services. The 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 the CONSULTANT'S Cost Proposal and exceeding $5,000 prior authorization by the COUNTY three (3) competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this agreement is subject to the following: "The CONSULTANT shall maintain an inventory of all non-expendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the COUNTY shall receive a proper refund or credit at the conclusion of the agreement. If the agreement is terminated, the CONSULTANT may either keep the equipment and credit the COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale in accordance with established COUNTY procedures and credit the COUNTY in an amount equal to the sales price. If the CONSULTANT elects to keep the equipment, fair market value shall be determined at the 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 the COUNTY and the CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the COUNTY.

D. All subcontracts in excess $25,000 shall contain the above provisions.

8. 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 the COUNTY for the purpose of this agreement. In addition, this agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature or COUNTY governing board that may affect the provisions, terms, or funding of this agreement in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this agreement may be amended to reflect any reduction in funds.

D. The COUNTY has the option to void this agreement under the 30-day cancellation clause, or by mutual agreement to amend this agreement to reflect any reduction of funds.
9. NON DISCRIMINATION

A. During the performance of this agreement, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

B. Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 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.

C. Nondiscrimination: The CONSULTANT, with regard to the work performed by it during this agreement shall not discriminate on the grounds of race, color or national origin, sex, age, and disability/handicap and low income in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, Section 21.5 of the Regulations, including employment practices when this agreement covers a program set forth in Appendix B of the Regulations.

D. Solicitations for Sub-consultants, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by this agreement for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap and low income.

E. Information and Reports: The 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 COUNTY or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the consultant is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the COUNTY, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

F. Sanctions for Noncompliance: In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the COUNTY shall impose such sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the CONSULTANT under this agreement until the CONSULTANT complies, and/or

2. Cancellation, termination or suspension of this agreement, in whole or in part.
G. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subcontract or procurement as the COUNTY or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the COUNTY to enter into such litigation to protect the interests of the COUNTY and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

10. INSPECTION OF WORK

The CONSULTANT and any sub-consultant shall permit the COUNTY, the state, and the FHWA if federal participating funds are used in this agreement to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

11. PROHIBITION OF EXPENDING LOCAL AGENCY, STATE OR FEDERAL FUNDS FOR LOBBYING

A. The CONSULTANT certifies to the best of his/her/its 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 the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any 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 of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency; a member of Congress; an officer or employee of Congress, or an employee of a member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the 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 Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

C. The CONSULTANT also agrees by signing this document that he/she/it shall require that the language of this certification be included in all lower-tier subcontracts which exceed $100,000, and that all such sub recipients shall certify and disclose accordingly.

12. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

13. REIMBURSEMENT OF TRAVEL & SUBSISTENCE

COUNTY agrees to pay pre-approved travel and subsistence expenses per the COUNTY’s Travel Policy.

14. RETENTION OF RECORDS/AUDIT

A. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of this agreement pursuant to Government Code 8546.7; the CONSULTANT, subcontractors, and the COUNTY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this agreement, including but not limited to, the costs of administering this agreement. All parties shall make such materials available at their respective offices at all reasonable times during the agreement period and for three years from the date of final payment under this agreement. The state, the State Auditor, COUNTY, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONSULTANT that are pertinent to this agreement for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

B. Subcontracts in excess of $25,000 shall contain this provision.
15. STATE PREVAILING WAGE RATES

A. The CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all federal, state, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this agreement if for more than $25,000 for public works construction or more than $15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

16. 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 COUNTY’s project manager.

B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by the COUNTY of unresolved audit issues. The request for review shall be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by the COUNTY will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

D. CONSULTANT and sub-consultant agreements, including cost proposals and Indirect Cost Rates (hereinafter "ICR"), are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT’s responsibility to ensure federal, state, 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 the COUNTY project manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the agreement by this reference if directed by the COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of agreement terms and cause for termination of the agreement and disallowance of prior reimbursed costs.

17. 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 Section 12990 and Title 2, California Administrative Code, Section 8103.
B. During the performance of this agreement, the CONSULTANT and its sub-consultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. The CONSULTANT and sub-consultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The CONSULTANT and sub-consultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated under the (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this agreement by reference and made a part hereof as if set forth in full. The CONSULTANT and its sub-consultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

C. The CONSULTANT shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California 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.

D. The CONSULTANT, with regard to the work performed by it during this agreement, shall act in accordance with Title VI. Specifically, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT’s Regulations, including employment practices, when this agreement covers a program whose goal is employment.

18. **SUBCONTRACTING**

A. The CONSULTANT shall perform the services with resources available within its own organization; and no portion of the work pertinent to this agreement shall be subcontracted without written authorization by the COUNTY, except that which is expressly identified in the approved Cost Proposal.

B. Any subcontract in excess of $25,000 entered into as a result of this agreement, shall contain all the provisions stipulated in this agreement to be applicable to subcontractors.

C. Any substitution of sub-consultants must be approved in writing by the COUNTY.
19. **SAFETY**

A. The CONSULTANT shall comply with OSHA regulations applicable to the CONSULTANT regarding necessary safety equipment or procedures. The 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, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. The CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The 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 agreement, shall contain all of the provisions of this Article.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by and through their respective authorized officers:

(END OF ADDENDUM)
## DIRECT LABOR

<table>
<thead>
<tr>
<th>Classification/Title</th>
<th>Name</th>
<th>Hours</th>
<th>Average Hourly Rate</th>
<th>Total</th>
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<tr>
<td>Project Manager</td>
<td>Chris Serroels</td>
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<td>Administrative / Accounting</td>
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</tr>
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</table>

| **LABOR COSTS**                        |                  |       |                     |         |
| a) Subtotal Direct Labor Costs         | $2,112           |       |                     |         |
| b) Anticipated Salary Increases        | $102,396         |       |                     |         |
| c) TOTAL DIRECT LABOR COSTS [(a) + (b)]| $102,396         |       |                     |         |

| **FRINGE BENEFITS**                    |                  |       |                     |         |
| d) Fringe Benefits (incl. in OH)       | [(c) x (d)]      |       |                     |         |
| e) TOTAL FRINGE BENEFITS               |                   |       |                     |         |

| **INDIRECT COSTS**                     |                  |       |                     |         |
| f) Overhead (Rate: 111.71%)            | $114,387         |       |                     |         |
| g) General and Administrative (Rate: incl in OH Rate) | $1,500.00          |       |                     |         |
| h) General and Administrative (Rate: incl in OH Rate) | $29,267.00        |       |                     |         |
| i) General and Administrative (Rate: incl in OH Rate) | $20,495.00        |       |                     |         |

| **FEE (Profit)**                       |                  |       |                     |         |
| q) (Rate: 10%)                         | $21,678          |       |                     |         |

| **OTHER DIRECT COSTS (ODC)**           |                  |       |                     |         |
| l) Travel/Mileage Costs (supported by consultant actual costs) | 1,667 $0.540 $900 |       |                     |         |
| m) Misc/Reproduction/Postage           | $505             |       |                     |         |
| n) Health & Safey Service Center      | 148 $1.15 $170   |       |                     |         |
| o) Subconsultant Costs - Critigen     | $1,500.00        |       |                     |         |
| p) Subconsultant Costs - Parikh       | $29,267.00       |       |                     |         |
| q) Subconsultant Costs - WRECO        | $20,495.00       |       |                     |         |
| r) TOTAL OTHER DIRECT COSTS [(l) + (m) + (n) + (o)] | $52,837          |       |                     |         |

| **TOTAL COST**                         |                   |       |                     |         |
| (c) + (j) + (k) + (p)]                 | $291,298          |       |                     |         |