RESOLUTION - ACTION REQUESTED 2017-201

MEETING: April 11, 2017

TO: The Board of Supervisors

FROM: Mike Healy, Interim Public Works Director

RE: Approve a Third Amendment with Quincy Eng for Dogtown Bridge #38

RECOMMENDATION AND JUSTIFICATION:
Approve Third Amendment with Quincy Engineering Extending the Term of Agreement to December 31, 2018, for Bridge Design Services of the Bridge on Dogtown Road Over Maxwell Creek, increase Compensation by $359,000 for a Total Compensation of $525,000; and Authorize the Board of Supervisors Chair to Sign the Amendment.


This project is funded through the Federal Highway Administration, Federal Highway Bridge Program as part of the current Federal Transportation Bill, MAP-21. Caltrans manages the program in the State of California. Under current regulations 100% of the cost of these contracts, and the staff time necessary for Public Works to manage them, are reimbursable from the Highway Bridge Program.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On March 8, 2016 Resolution 2016-117 authorized to extend the date of completion to December 31, 2017.

On January 6, 2015, Resolution #2015-14 authorized to extend the date of completion of the Agreement to December 31, 2015.

On October 15, 2013, Resolution #2013-459 authorized Public Works to enter into two Agreements with Quincy Engineering for bridge design for two bridges on Dogtown Road.

On May 28, 2013 the Board approved a Program Supplement with Caltrans for these three bridges.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board could choose not to approve the Third Amendment which would mean the bridge would not be completed.
FINANCIAL IMPACT:
There is no County Financial Impact through this action as costs associated with this project are 100% reimbursable.

ATTACHMENTS:
Quincy 3rd amd #38 (PDF)
Quincy 2nd amd #38 (PDF)
Quincy 1st amd #38 (PDF)
Quincy 14-012 #38 (PDF)

CAO RECOMMENDATION
Requested Action Recommended

Dallin Kimble
Dallin Kimble, Interim CAO 4/5/2017

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Merlin Jones, District II Supervisor
SECONDER: Kevin Cann, District IV Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey
THIRD AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES FOR BRIDGE REHABILITATION AND REPLACEMENT FOR DOGTOWN ROAD BRIDGE #40C0038

This Third Amendment to Agreement for Engineering Services for Bridge Rehabilitation and Replacement for Dogtown Road Bridge #40C0038 is made and entered into this 21st day of March, 2017, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as “County”, and Quincy Engineering, hereinafter referred to as “Contractor”.

WHEREAS, County and Contractor have heretofore entered into an Agreement dated October 15, 2013, wherein Contractor agreed to provide engineering services for bridge rehabilitation and replacement for Dogtown Road; and

WHEREAS, County and Contractor entered into the First Amendment on December 6, 2015 to extend the term of the agreement to December 31, 2015.

WHEREAS, County and Contractor entered into the Second Amendment on March 8, 2016 to extend the term of the agreement to December 31, 2017.

WHEREAS, County and Contractor desire to amend said Agreement to extend the term of the Agreement from December 31, 2017 to December 31, 2018, to change the compensation to be provided to Contractor to add scope under Phase II of the project and to include an Addendum to Professional Services Agreement for Federally Funded 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 the Agreement from December 31, 2017 to December 31, 2018.

2. Paragraph 3.05, “SCOPE OF SERVICES” is hereby amended to expand the scope of services to be performed by Contractor as set forth in Exhibit A-1 attached hereto.
3. Paragraph 4.01, "COMPENSATION", is hereby amended to provide that an additional Three Hundred Fifty Eight Thousand Dollars ($358,000) as summarized in Exhibit "B" will be added to the amended Agreement price of One Hundred Sixty Six Thousand Dollars ($166,000), making the total compensation paid to Contractor the not to exceed amount of Five Hundred Twenty Four Thousand Dollars ($524,000) for engineering services.

4. Paragraph 8.05, "CONFORMANCE TO APPLICABLE LAW" is hereby amended to include an Addendum to Professional Services Agreement for Federally Funded Project attached hereto as Exhibit "C".

5. Except as herein amended, the agreement dated October 15, 2013 together with the First Amendment dated January 6, 2015 and the Second Amendment dated March 8, 2016 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:

Marshall Long, Chairman
Mariposa County Board of Supervisors

CONTRACTOR:
Quincy Engineering

John Quincy
(Signature)

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLE
County Counsel

LAST UPDATED 1/9/17
PROJECT SCOPE OF WORK

Previously Quincy Engineering, Inc. (Quincy) provided Mariposa County (County) with Preliminary Engineering for the replacement of the Maxwell Creek Bridge on Dogtown Road (Bridge Number 40C0038). This first phase of work consisted of the following items:

- **Phase 1**
  - Project Management
  - Topographic Survey & Right of Way Mapping
  - Geotechnical
  - Hydraulics
  - Preliminary Engineering
  - Environmental (Surveys and Constraints Mapping)

To date the products delivered to the County in this first Phase of work are the 30% Roadway Plans, Type Selection Report and Environmental Constraints Mapping (both biological and cultural).

Quincy provides the following scope of work to augment the Phase 1 tasks as well as include the Phase 2 tasks. The following Scope of Work includes the following.

- **Phase 1 Augmentation**
  - Project Management
  - Environmental (Technical Studies)

- **Phase 2**
  - Public Outreach (Optional)
  - Plans, Specifications and Estimate
  - Appraisals and Acquisitions

Attached (Exhibit A) is the corresponding fee for the augmentation to the Phase 1 work as well as the fee for the Phase 2 work.

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PHASE 1 AUGMENTATION

**TASK 1 – PROJECT MANAGEMENT**

Additional PDT meetings in person and Phone Conferences are proposed for this Scope of Work. Quincy will also provide quality control services throughout the duration of Phase 2.

**TASK 6 – ENVIRONMENTAL**

The environmental scope is based on the results of the Preliminary Environmental Study (PES) Form (approved by Caltrans on March 1, 2016) and the recommendations provided in the biological/cultural resource technical memorandums completed under Phase 1. This phase of work includes more detailed field surveys, submittal of technical reports to Caltrans, preparation of the CEQA document, and environmental permitting support to the County. Quincy assumes that preparation of a Categorical Exclusion (CE) (with supporting technical studies) will be sufficient to address the requirements of NEPA, with preparation of the CE by Caltrans staff consistent with Federal Highway Administration NEPA delegation requirements. The scope of work assumes completion of the CE by Caltrans District 10 staff, with preparation of the supporting technical studies by Quincy/Area West Environmental. For the County’s CEQA compliance, Quincy will prepare an Initial Study/Mitigated
Negative Declaration (IS/MND).

PHASE 2

TASK 7 – PUBLIC OUTREACH (OPTIONAL)
Quincy and AIM will work with the County to develop and implement a public outreach plan which will identify the goals, approach, tasks, and schedule based upon the outreach objectives.

TASK 8 – PS&E
Quincy will design the structure and has assumed that the final bridge design will be a single span, cast-in-place, post-tensioned concrete, slab bridge approximately 60 feet long by 25 feet wide. Quincy has also assumed the bridge will be replaced in the same location utilizing a temporary detour and that the bridge will be supported by seat type abutments founded on spread footings. Should the preliminary engineering result in a different alternative, the assumed design hours may need to be adjusted.

The final approach roadway design will be completed in accordance with applicable County Standards, Caltrans “Highway Design Manual”, AASHTO’s “A Policy on Geometric Design of Highways and Streets” and ADA along with Caltrans “Standard Specifications and Standard Plans”.

TASK 9 – APPRAISALS AND ACQUISITIONS
Bender Rosenthal Inc.’s (BRI) will work with the engineering team to highlight property owners’ issues prior to the appraisal and acquisitions phase. BRI will develop complete appraisals that will state the estimated fair market value of the Fee or Permanent Easement interest plus any Temporary Construction Easements (TCE) for up to three (3) referenced real properties.

TASK 10 – BIDDING & POST-AWARD ASSISTANCE (OPTIONAL)
Quincy can provide bidding assistance and construction support services for the County on a time and materials basis (we have assumed 104 hours):

PROJECT ASSUMPTIONS
- The County will be responsible for printing and distributing bid documents.
- The County will be responsible for Construction Management.

COST PROPOSAL (SUMMARY)

<table>
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<tr>
<th>Item</th>
<th>Amount</th>
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<tbody>
<tr>
<td>A. Quincy Engineering</td>
<td>$200,587.46</td>
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<tr>
<td>B. Sub Consultants</td>
<td>$23,829.51 (+)</td>
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<tr>
<td>C. Other Direct Costs</td>
<td>$89,411.52</td>
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<tr>
<td></td>
<td>$42,032.77 (+)</td>
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<td></td>
<td>$1,267.00</td>
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<td>$380.00 (+)</td>
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<td>$357,508.26</td>
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(Not to exceed $358,000.00)
Cost Proposal

EXHIBIT "B"

Mariposa County - Maxwell Creek Bridge on Dogtown Road Bridge Replacement (Br. No. 40C0038)

<table>
<thead>
<tr>
<th>Quincy Engineering, Inc.</th>
<th>Date: 7/9/2016</th>
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<tbody>
<tr>
<td>Direct Labor:</td>
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<td>Overhead (1.64):</td>
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<td><strong>A. Labor Subtotal</strong></td>
<td><strong>$179,095.95</strong></td>
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**Subconsultant Costs:**
- Kleinfelder: $0.00
- WRECO: $0.00
- AIM: $0.00
- Area West: $62,461.90
- Bender Rosenthal: $26,949.62
- JRP: $0.00

**B. Subconsultant Subtotal:** $89,411.52

**Other Direct Costs:**
- Plotter/Computer: 1050 hours @ $10.00 = $10,500.00
- Travel: 1050 miles @ $0.540 = $567.00
- Pier Diem/ Hotel: 2 days @ $150.00 = $300.00
- Phone/Fax: 2 @ $25.00 = $50.00
- Delivery: 4 @ $25.00 = $100.00
- Survey Prevailing Wage Differential: $0.00
- Vellum / Mylars: 0 sheets @ $25.00 = $0.00
- Title Reports: 0 @ $500.00 = $0.00
- 11 X 17 Reproduction: 3000 @ $0.10 = $300.00
- Mounting Boards for Presentations: 0 @ $100.00 = $0.00
- Newsletters (Translation and printing): $0.00
- Mailings (6x): $0.00

**C. Other Direct Cost Subtotal:** $1,267.00

**TOTAL =** $291,265.98

Note: Invoices will be based upon actual QEI hourly rates plus overhead at 163.9% plus prorated portion of fixed fee. Subconsultant and Other Direct Costs will be billed at actual cost.

Total not to Exceed = $291,500

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Quincy Engineering, Inc.
**Cost Proposal**

**OPTIONAL TASKS**

Mariposa County - Maxwell Creek Bridge on Dogtown Road Bridge Replacement (Br. No. 40C0036)

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<tr>
<th>Quincy Engineering, Inc.</th>
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<th>Subconsultant Costs:</th>
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<td>Kleinfelder</td>
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<td>JRP</td>
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<td><strong>B. Subconsultant Subtotal</strong></td>
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<table>
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<th>Other Direct Costs:</th>
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<td>Plotter/Computer</td>
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<td>375</td>
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<td>1 mile @ $0.540</td>
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<td>Delivery</td>
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</tr>
<tr>
<td><strong>C. Other Direct Cost Subtotal:</strong></td>
<td>$380.00</td>
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</tbody>
</table>

| Labor Subtotal A. =      | $21,276.35    |
| Fee (12.0%):             | $2,553.16     |
| Subconsultant Subtotal B. = |
| Fee (0.0%):              | $42,032.77    |
| Other Direct Cost Subtotal: C. = |
| Fee (0.0%):              | $0.00         |

**TOTAL =**

$66,242.28

*Note: Invoices will be based upon actual QEI hourly rates plus overhead at 163.9% plus prorated portion of fixed fee. Subconsultant and Other Direct Costs will be billed at actual cost.*

**Total not to Exceed =**

$66,500

**Total Including Optional Tasks =**

$358,000.00

Quincy Engineering, Inc.
EXHIBIT “C”

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

Consultant: Quincy Engineering
Project: Dogtown Bridge 40C0038

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 contingent upon approval by the COUNTY, and the CONSULTANT shall commence work after notification to proceed by the COUNTY. The agreement shall end on December 31, 2018 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 I, 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)